

Request for Proposals for Second Fixed Base Operator Heber Valley Airport (HCR) - Heber City, Utah

Heber City, Utah (the “City”), the owner and operator of the Heber Valley Airport (HCR), formerly known as the Heber City Municipal Airport – Russ McDonald Field (the “Airport”), is soliciting qualified proposals from entities to develop, build, and operate a second fixed base operator (“FBO”) on an undeveloped parcel of approximately 9.5 acres at the Airport.

The City’s primary goals through this proposal are (1) to improve the products and services available to light general aviation users of the Airport; (2) introduce competition with respect to the products and services provided to airport users; and (3) increase revenues by generating additional income from currently vacant airport property.

This RFP shall not be construed as a commitment on the part of the City to enter into an agreement with any Proposer. The City reserves the right to reject any or all proposals, to request additional information or ask for clarifications from any Proposer, to solicit new proposals, or to accept any proposal which, in the sole opinion of the City Council, is deemed to be in the City’s best interest.

Background Information

The Airport is a public-use airport located approximately one mile south of Heber City, Utah in the Heber Valley at 5,636 feet above sea level. The Airport is conveniently located as a gateway to the Wasatch Range, approximately a twenty-minute drive from Park City and Deer Valley resorts and a forty-minute drive from Salt Lake City. The Airport is owned and operated by Heber City, with day-to-day operations overseen by a full-time Airport Manager and one part-time Assistant Airport Manager.

The Airport is classified on the FAA’s National Plan of Integrated Airport Systems (NPIAS) as a General Aviation airport and is currently designated Airport Reference Code B-II. The single asphalt runway (Runway 4-22) is 6,900 feet in length and 75 feet wide. The runway was recently rehabilitated with funding assistance from the FAA with weight bearing capacity PCN 32 /F/B/X/T. The Airport has a full-length parallel taxiway on the south side of the runway. There is a charted RNAV circling approach to Runway 4-22 (not usable for Runway 4 at night) and an RNAV SID available for Runway 4.

There are approximately 110 based aircraft at the Airport. The majority of based aircraft are privately hangered at one of the approximately 76 hangar storage units. The Airport occasionally has significant levels of firefighting activity. On average, there are approximately 53 operations per day, about half of which is transient traffic. As of 2015, there were over 500 operations of C/D aircraft. There are occasional significant surges in transient traffic for events such as the Sundance Film Festival, the Heber Valley Western Music & Cowboy Poetry Gathering, and the Midway Swiss Days Festival.

There are two existing commercial business at the Airport. OK3 Air is a full-service FBO and presently the only provider of fuel, line services, and aircraft maintenance. Further information regarding OK3 Air may be found on its website at <https://www.ok3.aero>. Pilotmakers / Worldwide Warbirds is a flight school, scenic aircraft tour operator, and small aircraft maintenance facility. Further information regarding Pilotmakers / Worldwide Warbirds may be found on its website at <https://www.pilotmakers.com>.

Available Parcel

The City is requesting proposals to develop a 9.5 acre parcel on the southwest side of the Airport, bordered by the Commemorative Air Force (CAF) Museum to the east, Airport Road to the south, the primary taxiway to the north, and an extension of Southfield Road to the west (**Exhibit A**).

The City is in the process of conducting a Phase I Environmental Site Assessment (ESA) for the parcel. As described below, the City will make the Phase I ESA available to Interested Parties that complete the registration requirements set forth below.

In recognition of potential impediments to development, the City will offer the successful bidder a 12-month option period in which to evaluate the site (the "Site Evaluation Period"). The City may extend the option for up to an additional twelve (12) months on good cause shown.

The City has no budgeted or unrestricted funds to develop facilities on the Parcel, nor does the City anticipate that federal grants will be available to support the development. Accordingly, the Proposer will be responsible for designing, building, financing, operating and maintaining all improvements necessary for the operation of its proposed services. Such improvements may include, without limitation, hangars, motor vehicle parking, apron, customer and administrative areas, utilities (*i.e.*, electricity, water, wastewater, telephone), and supporting infrastructure. Proposers shall also be responsible for constructing ramp, taxiways, taxi-lanes, and connectors, or other infrastructure necessary to provide access from the Parcel to the runway; however, the City shall assume responsibility for ongoing maintenance of taxiways, connectors, or other infrastructure necessary to provide access from the Parcel to the runway, once constructed. Proposers shall be responsible for any environmental remediation of the Parcel or other work required to prepare the Parcel for proposed development.

Development on the Airport is subject to applicable federal, state and local environmental regulations, including those implementing the National Environmental Policy Act (NEPA). The successful Proposer may be required to perform an Environmental Assessment or other environmental documentation at its sole expense if a Categorical Exclusion cannot be obtained from the FAA.

The City will accept Proposals for less than the entire parcel.

Airport Minimum Standards

The City has promulgated Minimum Standards for commercial aeronautical activities, including both FBOs and Specialized Aviation Service Operators ("SASO"), at the Airport (attached as **Exhibit B** hereto). An entity seeking to operate an FBO at the Airport must satisfy the General Requirements listed in Section 4 of the Minimum Standards, as well as the Additional Minimum Standards for FBOs listed in Section 5 of the Minimum Standards. All Proposals must identify all commercial aeronautical activities proposed to be provided, which must not be less than those services required of FBOs under the Minimum Standards, and must include information demonstrating that the Proposer will satisfy each of the Minimum Standards applicable to such commercial aeronautical activities.

As set forth in greater detail in the Minimum Standards, FBOs are *required* to provide (1) delivery and dispensing of avgas, jet fuel, and aircraft lubricants; (2) ground/line services and support; (3) aircraft maintenance; (4) aircraft removal; and (5) aircraft parking and hangaring.

FBOs are permitted, but not required, to develop self-service fueling facilities (which meet the requirements of the Minimum Standards). One of the City's primary goals in conducting this RFP is to enhance the services available to light general aviation users of the Airport and the prices associated therewith. Accordingly, the City will favorably consider proposal that include self-service fueling facilities.

Proposals to conduct *additional* activities or services should consider the Minimum Standards prescribed for those activities or services. However, the City will permit Proposals to satisfy an Alternative Minimum Standard that is less than the sum of the Minimum Standards for both FBOs and such additional activities or services, provided that the Alternative Minimum Standard (1) will not affect the Proposer's ability to provide high-quality products, services, and facilities to Airport users in accordance with the objectives of the Minimum Standards; (2) is no lower or less demanding than the Minimum Standards associated with any one commercial aeronautical activity proposed to be conducted; and (3) would not create an unfair competitive relationship among other commercial operators at the Airport.

The current Minimum Standards were adopted by the City in October 2017. Proposers should be aware that the incumbent FBO has challenged the City's adoption of these Minimum Standards by filing an informal complaint with the Federal Aviation Administration ADO on October 20, 2017 and by filing a lawsuit in the U.S. District Court for the District of Utah on October 6, 2017. The City intends to defend the current Minimum Standards. However, Proposers should be aware that the City will require as a condition of the Lease that Proposers comply with the previous version of the Minimum Standards (**Exhibit C**) in the event the current Minimum Standards are invalidated by a court or agency of competent jurisdiction, or in the event that litigation has not been resolved by the time of execution of a lease.

The City reserves the right to amend the Minimum Standards from time to time as the City deems appropriate, consistent with FAA rules and guidelines.

Option and Lease Terms

The City has developed a draft form of option and form of lease (**Exhibit D**). If Proposer objects to any of the terms of the draft form of option and form of lease, the Proposer *must identify each objection and the basis of such objection* in the Proposal. Objections may affect the evaluation of the Proposal. *The failure to object to a term of the draft form of option and form of lease shall waive the successful Proposer's right to negotiate such term.*

Proposers should be aware that the City currently charges a fuel flowage fee of \$0.05 per gallon for avgas and jet fuel; however, the fuel flowage fee is currently under review and the City may in its discretion increase within the next year.

Proposal Format

Each Proposal must contain the following elements in the order that they appear below:

- A. Cover Letter. A letter on Proposer's letterhead, signed by an officer or employee authorized to bind the Proposer to the terms specified in the Proposal and to entering into an option subject to the terms and conditions of this RFP if the Proposal is accepted.
- B. Executive Summary. A concise description of the Proposal, not to exceed two pages.

C. Business Organization.

1. Describe in detail the Proposer's organization, including the legal name and street address of the organization, and all partners, joint venturers, and/or significant consultants or contractors, and their respective roles in accomplishing the project.
2. Identify whether any entity holds or controls, directly or indirectly, any ownership, voting, management, or debt interest in both the Proposer or its partners, joint venturers, and/or significant consultants or contractors, as well as any existing on-Airport business entity, and describe in detail the nature of such cross-ownership.
3. Proposals must (1) indicate whether the Proposer is a partnership, corporation, joint venture, sole proprietorship, or other entity; (2) identify the state in which Proposer is organized or incorporated; and (3) provide information demonstrating that Proposer is authorized to conduct business within the State of Utah.
4. Identify key persons, including the proposed FBO manager who will be involved in the development, implementation, and operations, and attach current resumes.

D. Experience.

1. Proposals must include a comprehensive description of the Proposer's relevant experience and that of its partners, joint venturers, and/or significant consultants or contractors in executing and delivering projects similar to that called for by this RFP. The description should clearly delineate the experience of the Proposer and each of its partners, joint venturers, and/or significant consultants or contractors.
2. Identify at least three references familiar with the Proposer's execution and delivery of substantially similar projects, including public entities involved in the project, if applicable, and provide contact names, telephone numbers, and email addresses.
3. Disclose whether the Proposer or any of its partners, joint venturers, and/or significant consultants or contractors are currently or have in the past been suspended or debarred from any federal, state or local contracts; and/or found to be in violation of any rule or regulation of the Federal Aviation Administration.

E. Development Concept. Describe in detail the concept of the proposed development and operations, including without limitation all of the following elements:

1. A preliminary site plan and elevations that illustrate the location, size, and relationship of improvements that will be constructed and the uses thereof;
2. A construction schedule, including timeline for all regulatory approvals; and

3. A business plan identifying the Proposer's strategic vision for the project and how it intends to market services to potential customers.
- F. Services and Facilities. Provide a comprehensive summary of the scope of aeronautical and non-aeronautical services, if any, the Proposer will offer. Proposers should identify or provide:
1. The tools, equipment, and inventory proposed to be furnished in connection with the Proposal, including the number and type of any aircraft that will be based at the Airport;
 2. The number of persons the Proposer will employ at the Airport, including the qualifications and certifications of each person;
 3. Proposed hours of operation;
 4. A preliminary safety and emergency response plan, including a Spill Prevention Containment and Control (SPCC) Plan; and
 5. The amount and type of insurance coverage the Proposer will maintain.

If the Proposer will not itself provide any of the required services, the Proposal must explain how the required services will be provided and include information describing the qualifications and experience of any third-party provider of such services.

- G. Proposed Term, Rent, and Other Payments. The City is willing to consider proposals containing innovative rates, rents, and charges components that comply with FAA regulatory requirements as set out in the *Airport Compliance Manual*, FAA Order 5190.6B (Sept. 2009), https://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/. Proposer shall, at a minimum, indicate its:
1. Proposed monthly payment during the Site Evaluation Period (*i.e.*, the term of the option), in an amount **not less than \$500.00 per month**;
 2. Proposed term of the FBO lease;
 3. Proposed ground rent per square foot;
 4. Any escalation formula, in line with industry practice and/or FAA requirements; and
 5. Whether, in addition to (or in lieu of) the ground rent and escalators proposed above, Proposer will provide the City an annual percentage of gross sales derived from Proposer's operations and, if so, the proposed percentage and minimum guarantee, if any.

- H. Financial Capability and Resources. The Proposer must provide information sufficient to establish that it has access to sufficient capital to develop, construct, complete, and operate the proposed project in a timely manner. The following information is required:
1. A description of Proposer's current portfolio of businesses;
 2. A description of Proposer's history of obtaining financing commitments over the past three years, including the type of project, financing sources, and amount committed;
 3. A list of all pending projects to which the Proposer is committed, including the status, schedule, and financial commitment for each, and identifying the method(s) of financing such financial commitment;
 4. A description of the source of capital Proposer intends to use to finance the proposed project, indicating whether such capital is debt or equity and the relationship of any proposed lender to the Proposer;
 5. Identification and description of (i) any legal or other adverse actions taken or threatened against Proposer or any member of the development team during the past five years; (ii) any bankruptcy filings by Proposer or any member of the development team within the past ten years; (iii) any performance or payment bonds posted by Proposer that have been cancelled or forfeited within the last five years;
 6. Proposer and each partner or joint venturer must provide financial statements for the past three fiscal years, which including a (i) balance sheet, (ii) income statement, and (iii) cash flow statement prepared by an independent Certified Public Accountant. If the financial statements are un-audited, the Proposer must include a statement as to why audited financial statements are not available. Proposers intending to operate as a sole proprietorship must include personal income tax returns for the prior three years; and
 7. Include a ten-year pro forma demonstrating the project's projected income and operating expenses by line of business.
- I. Exceptions. Proposer must identify with specificity any term of the draft form of option and form of lease or this RFP to which it objects, the basis of such objection and, if applicable, propose a substitute term to which the Proposer will be bound. The failure to object to a term of the draft form of option and form of lease shall waive the successful Proposer's right to negotiate such term.

Evaluation Criteria

Airport staff will review each Proposal submitted by the Proposal Submission Deadline to determine whether it meets or exceeds the minimum requirements set forth in this RFP. All Proposals meeting or exceeding such requirements will be submitted to the Airport Advisory Board. The Airport

Advisory Board will evaluate each Proposal and provide its recommendation to the City Council. The City Council will evaluate each Proposal on the basis of the following criteria:

Qualifications and Experience	0 (Very Poor) to 10 (Excellent) Points
Development Concept	0 (Very Poor) to 10 (Excellent) Points
Services Offered	0 (Very Poor) to 10 (Excellent) Points
Financial Capability	0 (Very Poor) to 10 (Excellent) Points
Recommendation of the AAB	0 (Not Recommended) to 10 (Highly Recommended) Points

The City Council may, in its sole discretion, elect to schedule interviews with any or all of the Proposers. The City Council is not required to choose the highest scoring proposal, and reserves the right to reject any or all proposals.

Optional Registration

As discussed above, the City is making this RFP available prior to completion of the Phase I ESA for the parcel. The City recognizes, however, that interested parties may wish to review the Phase I ESA prior to submitting a binding proposal responsive to this RFP.

Parties that are considering submitting a proposal *may register as an Interested Party by sending an e-mail to the Airport Manager at dgodfrey@ci.heber.ut.us*. The e-mail should state: (1) the name of the interested party; (2) the name of the interested party's primary representative; (3) the e-mail address of the interested party's primary representative; and (4) the telephone number of the interested party's primary representative. The Airport Manager will confirm receipt of all such e-mails.

Within fourteen (14) days of the completion of the Phase I ESA, the Airport Manager will send a copy of the Phase I ESA and a list of deadlines associated with this RFP – which, as described below, are keyed to the date the Phase I ESA is made publically available – to each Interested Party's primary representative. The Airport Manager will also post the Phase I ESA to the Airport's website (<http://ci.heber.ut.us/199/Airport>) within the same time period.

Proposal Submission Process and Information

- A. Tours. The Airport Manager will arrange for a tour of the Airport and the Parcel upon request.
- B. Explanations or Clarifications. Proposers may contact the Airport Manager in writing to request an explanation or clarification as to any aspect of this RFP by e-mail to dgodfrey@ci.heber.ut.us. All such inquires must be received within fourteen (14) days of the issuance of the Phase I ESA. The Airport Manager or his designee will respond to each inquiry directly and post the inquiry and response to the Airport's website (<http://ci.heber.ut.us/199/Airport>) within seven (7) days of the deadline for submitting such inquiries. The City will not be bound by any explanation or interpretation of any aspect of this RFP that is not issued by the Airport Manager pursuant to this process.

C. Required Submissions.

1. An original signed, hard-copy version of the Proposal, and fifteen (15) copies thereof, must be received by the Airport Manager no later than 4:00 p.m. local time on the Proposal Submission Deadline (see Paragraph D, below). The Proposer is responsible for ensuring timely delivery of the Proposal. The City may reject Proposals that are filed after the Proposal Submission Deadline. The Proposal must be addressed to:

Mr. Denis Godfrey
Airport Manager
Heber Valley Airport
630 West Airport Road
Heber City, Utah 84032

2. An electronic copy of the Proposal in Adobe PDF format on a USB drive or CD-ROM.
3. A Deposit in the form of a cashier's check or money order payable to "Heber City" in the amount of \$1,000.00. The Deposit of the Successful Proposer will be credited against the payments due from Successful Proposed under the Option. If the Successful Proposer fails to enter into good faith negotiations with the City or does not execute the Option within thirty (30) days after Award, the City shall retain the Deposit as liquidated damages for such failure. All other Deposits shall be returned to respective Proposers upon selection of the Successful Proposer by the City Council.

D. Schedule. The City has established the following tentative schedule:

Release of this RFP	October 4, 2018
Tour Period	Upon Request
Explanations or Clarification Request Deadline	Phase I ESA Release + 14 Days
Responses to Explanations or Clarification Requests	Phase I ESA Release + 21 Days
Proposal Submission Deadline	Phase I ESA Release + 51 Days (by 4:00p)
Proposal Review by Airport Advisory Board	Next Regular Scheduled (Bimonthly)
Proposal Review by City Council	Next Regular Scheduled (Biweekly)
Proposal Selection	Next Regular Scheduled (Biweekly)

Miscellaneous Provisions

- A. All submitted Proposals are valid and may be accepted by the City for 120 calendar days after the Proposal Submission Deadline, unless a longer offer period is specified in the Proposal.
- B. All costs incurred by the Proposer in reviewing or responding to this RFP or any additional information that may be requested or provided by the City shall be borne by the Proposer.
- C. All documents and materials submitted to the City are subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, et seq.

Exhibits

Exhibit A	Map of Available Parcel
Exhibit B	Minimum Standards (2017)
Exhibit C	Minimum Standards (2016)
Exhibit D	Form of Option and Form of Lease

Exhibit A

Map of Available Parcel

EXHIBIT A



NOT TO SCALE
FOR PLANNING ONLY

Exhibit B

Minimum Standards (2017)



Heber City Airport Minimum Standards

Adopted by the City Council – October 5, 2017
Effective: November 4, 2017

TABLE OF CONTENTS

1	DEFINITIONS	1
1.1.	Agreement.....	1
1.2.	Air Taxi and Charter Operator	1
1.3.	Aircraft Airframe & Powerplant Repair Operator	1
1.4.	Aircraft Rental Operator	1
1.5.	Aircraft Sales Operator.....	1
1.6.	Aircraft Storage Operator	1
1.7.	Airport.....	1
1.8.	Avionics, Instrument, or Accessory Maintenance Operator.....	1
1.9.	Commercial Aeronautical Activities	2
1.10.	Commercial Aeronautical Operator.....	2
1.11.	Fixed Based Operator (FBO)	2
1.12.	Flight Training Operator	2
1.13.	Fixed Based Operator (FBO)	2
1.14.	Light Aircraft Airframe & Powerplant Repair Operator	2
1.15.	Minimum Standards	2
1.16.	Rules and Regulations.....	2
1.17.	Specialized Commercial Flying Services Operator	3
1.18.	Temporary Permit	3
1.19.	Temporary Specialized Aviation Service Operator.....	3
1.20.	Variance.....	3
1.21.	Waiver.....	3
2	INTRODUCTION	3
2.1.	Authority	3
2.2.	Purpose.....	5
2.3.	Applicability	5
2.4.	Non-Covered Entities and Activities	6
2.5.	Prohibited Activities	6
2.6.	Additive Standards and Conflicts	7
2.7.	Waivers and Variances	8
2.8.	Enforcement.....	9
2.9.	Reservation of Rights.....	10

3	COMMERCIAL ACTIVITY PERMITS	11
3.1.	Applicability	11
3.2.	Statement of Interest	11
3.3.	Competitive Procurement	11
3.4.	Written Application	11
3.5.	Action on Written Application	13
3.6.	Duration	14
3.7.	Public Disclosure	14
3.8.	Notification of Changes	14
4	GENERAL REQUIREMENTS	16
4.1.	Experience/Capability	16
4.2.	Agreement/Approval	16
4.3.	Payment of Rents, Fees, and Charges	17
4.4.	Leased Premises	17
4.5.	Facility Maintenance	17
4.6.	Products, Services, and Facilities	18
4.7.	Compliance	18
4.8.	Personnel	19
4.9.	Insurance	19
4.10.	Indemnification and Hold Harmless	21
4.11.	Taxes	22
4.12.	Non-Commercial and Non-Aeronautical Property	22
4.13.	Notice and Reporting	22
4.14.	Subcontracting, Subleasing and Assignment	22
5	ADDITIONAL MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBO)	24
5.1.	Definition	24
5.2.	Applicability	24
5.3.	Required and Prohibited Services	24
5.4.	Leased Premises	25
5.5.	Fuel Storage	26
5.6.	Fueling Equipment	27
5.7.	Equipment	28
5.8.	Personnel	28
5.9.	Hours of Activity	29

5.10.	Commercial Self-Service Fueling.....	29
5.11.	Insurance	29
6	AIRCRAFT AIRFRAME & POWERPLANT REPAIR OPERATORS (SASO).....	30
6.1.	Definition	30
6.2.	Applicability	30
6.3.	Leased Premises	30
6.4.	Licenses and Certification	31
6.5.	Insurance	31
7	LIGHT AIRCRAFT AIRFRAME & POWERPLANT REPAIR OPERATORS (SASO).....	32
7.1.	Definition	32
7.2.	Applicability	32
7.3.	Leased Premises	32
7.4.	Licenses and Certification	33
7.5.	Insurance	33
8	AVIONICS, INSTRUMENT, OR ASSESSORY OPERATORS (SASO)	34
8.1.	Definition	34
8.2.	Applicability	34
8.3.	Leased Premises	34
8.4.	Licenses and Certification	35
8.5.	Insurance	35
9	AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO).....	36
9.1.	Definitions	36
9.2.	Leased Premises	36
9.3.	Licenses and Certifications	37
9.4.	Personnel.....	37
9.5.	Equipment.....	37
9.6.	Hours of Activity	37
9.7.	Insurance	38
10	AIR TAXI AND CHARTER OPERATOR (SASO)	39
10.1.	Definition.....	39
10.2.	Hours of Operation.....	39
10.3.	Leased Premises	39
10.4.	Licenses and Certifications	40
10.5.	Personnel.....	40

10.6.	Equipment.....	40
10.7.	Insurance	40
11	AIRCRAFT SALES OPERATOR (SASO).....	41
11.1.	Definition.....	41
11.2.	Leased Premises	41
11.3.	Licenses and Certifications	41
11.4.	Personnel.....	42
11.5.	Equipment.....	42
11.6.	Hours of Activity	42
11.7.	Insurance	42
12	SPECIALIZED COMMERCIAL FLYING SERVICES OPERATOR (SASO)	43
12.1.	Definition.....	43
12.2.	Non-Leased Premises	43
12.3.	Licenses and Certifications	43
12.4.	Personnel.....	43
12.5.	Hours of Activity	43
12.6.	Radio Contact.....	44
12.7.	Insurance	44
13	TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO).....	45
13.1.	Introduction	45
13.2.	Scope of Activity	45
13.3.	Temporary Permit	45
13.4.	Licenses and Certifications	45
13.5.	Insurance	46
14	AIRCRAFT STORAGE OPERATOR (SASO).....	47
14.1.	Definition.....	47
14.2.	Scope of Activity	47
14.3.	Leased Premises	47
14.4.	Insurance	47
15	SELF-SERVICE FUEL OPERATOR (SASO).....	49
15.1.	Definition.....	49
15.2.	Leased Premises	49
15.3.	Hours of Activity	49
15.4.	Fuel Flowage Fee	49

15.5.	Fuel Storage	49
15.6.	Fueling Equipment	50
15.7.	Insurance	51
16	OTHER SASOs	52

1 DEFINITIONS

1.1. Agreement

A written, legally enforceable contract between Heber City and any party concerning access to and use of the Heber City Airport, including a lease, license, or permit.

1.2. Air Taxi and Charter Operator

A Commercial Aeronautical Operator engaged in the business of providing air transportation or intrastate common carriage of persons or property for compensation for hire in air commerce, as defined by the Federal Aviation Act of 1958, as amended, and by FAA regulations.

1.3. Aircraft Airframe & Powerplant Repair Operator

A Commercial Aeronautical Operator engaged in providing aircraft airframe and powerplant repair and maintenance services to all aircraft, based and transient, normally frequenting the Airport, including the related sale of aircraft parts and accessories.

1.4. Aircraft Rental Operator

A Commercial Aeronautical Operator engaged in the rental of fixed- and/or rotary-wing aircraft to the general public.

1.5. Aircraft Sales Operator

A Commercial Aeronautical Operator engaged in the sale of new and/or used aircraft or who acts as an aircraft broker.

1.6. Aircraft Storage Operator

A Commercial Aeronautical Operator that develops, constructs, and/or maintains two (2) or more hangar structures for the purpose of selling or subleasing hangar and associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.

1.7. Airport

Heber City Airport and all of the area, buildings, facilities and improvements within the interior boundaries of such Airport as it now exists or as it may be hereafter or extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration.

1.8. Avionics, Instrument, or Accessory Maintenance Operator

A Commercial Aeronautical Operator engaged in the business of repairing aircraft

radios, electrical systems, propellers, instruments and/or accessories.

1.9. Commercial Aeronautical Activities

Any aeronautical activity or service conducted on the Airport as a revenue producing business or service activity engaged in for profit, including the activities of an FBO or specialized service operator upon the Airport, and the activities of a general aviation specialty services operator. The subletting of one's private hangar upon the Airport shall not be construed as a commercial aeronautical activity.

1.10. Commercial Aeronautical Operator

An entity or person conducting a Commercial Aeronautical Activity at the Heber City Airport pursuant to an Agreement with Heber City.

1.11. Fixed Based Operator (FBO)

A Commercial Aeronautical Operator providing into-aircraft fueling in addition to certain other required services pursuant to these Minimum Standards.

1.12. Flight Training Operator

A Commercial Aeronautical Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.

1.13. Fixed Based Operator (FBO)

An FBO is a Commercial Aeronautical Operator providing into-wing delivery of avgas and jet fuel, and other required services to all aircraft, based and transient, normally frequenting the Airport.

1.14. Light Aircraft Airframe & Powerplant Repair Operator

A Commercial Aeronautical Operator engaged in providing aircraft airframe and powerplant repair and maintenance services limited to based and transient general aviation piston aircraft, including the related sale of aircraft parts and accessories.

1.15. Minimum Standards

The qualifications set forth herein, which set forth the minimum requirements to be met as a condition for the right to conduct or provide a Commercial Aeronautical Activity on the Airport.

1.16. Rules and Regulations

The most recent, approved version of the Heber City Airport Rules and Regulations.

1.17. Specialized Commercial Flying Services Operator

A Commercial Aeronautical Operator engaged in providing air transportation for hire, as further defined in Section 13 of these Minimum Standards.

1.18. Temporary Permit

Authorization issued by the Airport Manager to allow a Temporary Specialized Aviation Service Operator to conduct one or more Commercial Aeronautical Activities at the Airport on a temporary basis pursuant to Section 14 of these Minimum Standards.

1.19. Temporary Specialized Aviation Service Operator

A Commercial Aeronautical Operator providing specialized assistance with the maintenance of aircraft and/or flight training not otherwise available at the Airport through an existing Commercial Aeronautical Operator, due to either the specialized nature of the maintenance and/or flight training requirement, pursuant to a Temporary Permit issued by the Airport Manager.

1.20. Variance

The grant of a modification to the Minimum Standard requirements, often for only a temporary period to address unique facts or hardships.

1.21. Waiver

The grant of an exemption from a requirement of the Minimum Standards.

2 INTRODUCTION

2.1. Authority

2.1.1. These Minimum Standards are promulgated under the authority of Utah Code § 72-10-207, which grants the City, through the Heber City Council, the power to operate and establish rules for the use of the Airport. The Minimum Standards are also adopted pursuant to the City's authority as the owner, operator, and proprietor of the Airport. All leases, licenses, permits, and other Agreements authorizing the use of Airport property and facilities shall require compliance with the Minimum Standards.

2.1.2. In addition to the Minimum Standards, all persons on the Airport are subject at all times to all applicable provisions of federal law, the laws of the State of Utah, the Wasatch County Code, the Heber City Municipal Code, and the Heber City Airport Rules and Regulations.

2.1.3. The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user

- thereof. The City reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any other defense available, including without limitation immunity or defenses pursuant to the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et seq.*, as it may be amended from time to time.
- 2.1.4. References and citations in the Minimum Standards to ordinances, laws, regulations, policies, standards, and guidelines include any amendments or revisions thereto that may be adopted or promulgated subsequent to the adoption of these Minimum Standards.
 - 2.1.5. The Airport Manager has primary responsibility for the interpretation and application of the Minimum Standards and is authorized to issue citations, directives, adequacy determinations, and interpretive guidance in conformity with the Minimum Standards and the Rules and Regulations.
 - 2.1.6. The invalidation of any specific minimum standard or provision herein shall not affect the validity of the remainder of the Minimum Standards.
 - 2.1.7. These Minimum Standards are subordinate to all agreements between the City and the FAA, including the FAA Airport Improvement Program grant assurances and Advisory Circulars incorporated thereby, as both may be from time to time amended. In the event that FAA grant assurances or Advisory Circulars prescribe a more stringent standard than contained in these Minimum Standards, the more stringent standard shall control.

2.2. Purpose

- 2.2.1. The purpose of these Minimum Standards is to promote safety in all Airport activities, protect Airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all Airport users, promote the orderly development of Airport land, ensure efficiency of operations, provide a clear and objective distinction between Commercial Aeronautical Operators that provide a satisfactory level of service and those that do not, and prevent disputes between Commercial Aeronautical Operators and the City.

2.3. Applicability

- 2.3.1. These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more Commercial Aeronautical Activities at the Airport, including Fixed Based Operators (FBOs) and Specialized Aviation Service Operators (SASOs).

2.3.1.1. An FBO is a Commercial Aeronautical Operator providing into-aircraft fueling in addition to certain other required services. The City's policy is to require the bundling of Commercial Aeronautical Activities in exchange for the non-exclusive privilege of conducting full-service commercial fuel sales and other line services at the Airport.

2.3.1.2. Other Commercial Aeronautical Operators may provide one or more services, products, and facilities at the Airport, other than full-service commercial fuel sales, in accordance with the Minimum Standards. Each such entity is known as a SASO.

- 2.3.2. These Minimum Standards also apply to the City to the extent that the City conducts a Commercial Aeronautical Activity covered by these Minimum Standards at the Airport, except where the City has exercised its proprietary exclusive right to provide one or more aeronautical activities at the Airport.

- 2.3.3. Except as prescribed herein or pursuant to an Agreement, the standards and requirements specified in these Minimum Standards are minimums and may be exceeded. All entities are encouraged to exceed the applicable minimum standards.

- 2.3.4. Except as provided herein, no entity shall be allowed to engage in Commercial Aeronautical Activities at the Airport under conditions that do not, in the City Council's sole discretion, meet these Minimum Standards.

- 2.3.5. Except as expressly provided in a lease, license, permit, or other Agreement authorizing the use of Airport property and facilities, the Minimum Standards supersede all previous minimum standards governing use of the Airport.

2.3.6. The City shall require compliance with the Minimum Standards in any lease, license, permit, or other Agreement executed after the adoption of the Minimum Standards. The City will also require compliance with the Minimum Standards in any material amendment or extension to an existing Agreement authorizing one or more Commercial Aeronautical Activities at the Airport to the maximum extent permissible under such existing Agreement.

2.3.7. These Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.

2.4. Non-Covered Entities and Activities

2.4.1. The Minimum Standards shall not apply to the following Entities:

2.4.1.1. Air carriers, air taxi, and/or air charter operators accessing the Airport for the limited purpose of picking up or dropping off passengers in an aircraft not based at the Airport.

2.4.1.2. Flight instructors accessing the Airport for the limited purpose of picking up or dropping off a student pilot in an aircraft that is not based at the Airport.

2.4.1.3. Specialized Commercial Flying Services providing aerial firefighting services and/or support under contract with the federal or a state government or an agency thereof.

2.4.1.4. An entity performing one or more of the above services shall not be deemed a Commercial Aeronautical Operator under the Minimum Standards, unless the entity also performs or seeks to perform an additional Commercial Aeronautical Activity as defined herein.

2.4.2. The Minimum Standards shall not apply to the following Activities:

2.4.2.1. Non-Commercial Aeronautical Activities, including, without limitation, private, non-commercial hangar storage. Non-Commercial Aeronautical Activities may be subject to the Rules and Regulations, as well as the terms of an Agreement with the City.

2.4.2.2. Self-service and self-fueling, to the extent permitted by the Rules and Regulations and the terms of a permit, license, or other Agreement with the City authorizing such activity.

2.5. Prohibited Activities

2.5.1. Through-the-Fence Operations. All Through-the-Fence ("TTF") Operations are forbidden. The City's obligation to make the Airport available for the use

and benefit of the public does not extend to providing access to the Airport from adjacent property. Such TTF Operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to the physical means of access.

- 2.5.2. Cross-Ownership. In order to avoid granting exclusive rights, no person or entity may hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in more than one on-Airport Commercial Aeronautical Operator without express written permission from the Airport Manager, which shall be granted provided such ownership or control would not result in an exclusive right.

2.6. Additive Standards and Conflicts

- 2.6.1. Unless authorized in writing by the Airport Manager as provided in this Section 2.6, Commercial Aeronautical Operators must meet every Minimum Standard for every authorized Commercial Aeronautical Activity.

- 2.6.2. In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between any Agreement and the Minimum Standards, the terms of the Agreement shall apply.

- 2.6.3. The Airport Manager may permit a Commercial Aeronautical Operator performing more than one Commercial Aeronautical Activity to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Airport Manager finds:

- 2.6.3.1. The alternative Minimum Standard will not affect the Commercial Aeronautical Operator's ability to provide high-quality products, services, and facilities to Airport users in accordance with the objectives of the Minimum Standards;
- 2.6.3.2. The alternative Minimum Standard is no lower or less demanding than the standards applicable to any one Commercial Aeronautical Activity conducted by the Commercial Aeronautical Operator; and
- 2.6.3.3. The alternative Minimum Standard will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport.

2.7. Waivers and Variances

2.7.1. Waivers

2.7.1.1. The City Council may issue a *permanent* Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example and without limitation, law enforcement, disaster relief, search and rescue, fire prevention, and firefighting.

2.7.1.2. Upon an application to conduct a Commercial Aeronautical Activity at the Airport, the City Council may approve a *temporary* Waiver of the Minimum Standards upon a finding that:

2.7.1.2.1. The Commercial Aeronautical Operator seeking the Waiver will be the only Commercial Aeronautical Operator providing a specific product, service, or facility at the Airport as of the effective date of its lease, permit, license, or other Agreement;

2.7.1.2.2. The Commercial Aeronautical Operator has agreed to fully comply with the Minimum Standards within a prescribed schedule not to exceed six (6) months;

2.7.1.2.3. The City may enforce the Commercial Aeronautical Operator's compliance with the schedule through its lease, permit, license, or other Agreement;

2.7.1.2.4. The temporary Waiver is reasonably necessary to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and

2.7.1.2.5. The Commercial Aeronautical Operator will provide high quality products, services, and facilities to Airport users notwithstanding the temporary Waiver.

2.7.2. Variances

2.7.2.1. The City Council may approve a *temporary* Variance of the Minimum Standards upon a finding that:

2.7.2.1.1. A special condition or unique circumstance makes the application of the Minimum Standards unduly burdensome;

2.7.2.1.2. The temporary Variance is narrowly tailored to mitigate the special condition or unique circumstance;

- 2.7.2.1.3. The Commercial Aeronautical Operator has agreed to fully comply with the Minimum Standards within a prescribed schedule not to exceed six (6) months;
 - 2.7.2.1.4. The City may enforce the Commercial Aeronautical Operator's compliance with the schedule through its lease, permit, license, or other Agreement;
 - 2.7.2.1.5. The temporary Variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport; and
 - 2.7.2.1.6. The Commercial Aeronautical Operator will provide high quality products, services, and facilities to Airport users notwithstanding the temporary Variance.
- 2.7.3. Prior to issuing a temporary Waiver or Variance, the Airport Manager shall provide written notice to all other Commercial Aeronautical Operators at the Airport and request comment on the request and its potential impact.
- 2.7.4. The City Council shall not grant a Waiver or Variance from the applicable requirements of the Minimum Standards to the City in the event the City conducts a Commercial Aeronautical Activity at the Airport.
- 2.7.5. A Waiver or Variance issued by the City Council hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance, and shall not serve to amend, modify, or alter the Minimum Standards.
- 2.8. Enforcement
 - 2.8.1. The principal means of enforcing the Minimum Standards will be through an Agreement providing for the lease of Airport property or otherwise authorizing an entity to conduct Commercial Aeronautical Activity at the Airport.
 - 2.8.1.1. Any person or entity aware of a potential violation of these Minimum Standards is encouraged to bring the matter to the attention of the Airport Manager for investigation.
 - 2.8.2. The City reserves the right to decline to execute an Agreement with any entity wishing to conduct a Commercial Aeronautical Activity at the Airport if the City determines that the entity refuses or is unable to comply with the Minimum Standards throughout the term of the Agreement.
 - 2.8.3. An entity may request an advisory opinion from the Airport Manager as to the application of the Minimum Standards to such entity and its operations.
 - 2.8.4. Any person may seek reconsideration by the City Council of an advisory opinion or any other determination made by the Airport Manager pursuant to

these Minimum Standards. A request for reconsideration must be submitted to the City Recorder with any accompanying documentation pursuant to the Rules of Order and Procedure for the City Council of Heber City. The Airport Manager shall stay the effect of his/her determination upon request of the person seeking reconsideration, unless in the Airport Manager's sole discretion doing so would jeopardize the safety of the Airport.

2.9. Reservation of Rights

- 2.9.1. The City reserves and retains the right for use of the Airport by others who may desire to use the Airport, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use of the Airport.
- 2.9.2. The City reserves and retains the right to plan and develop the Airport in the best interest of the City and Airport tenants and users. The Airport Manager may designate specific areas of the Airport in which specific Commercial Aeronautical Activities may be conducted. Such designation shall give consideration to the nature and extent of the activity and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.
- 2.9.3. The City reserves and retains the right to develop and use standard form Agreements for Commercial Aeronautical Activities and to amend its standard form Agreements from time to time. No entity shall be entitled to enter into an Agreement with the City on precisely the same terms as an existing Commercial Aeronautical Operator at the Airport.

3 Commercial Activity Permits

3.1. Applicability

- 3.1.1. Entities seeking to enter into a lease with the City for the use of Airport property and facilities in the conduct of a Commercial Aeronautical Activity must comply with the application requirements established in Section 2 of the Heber City Airport Lease/Rates and Charges Policy. Entities seeking to conduct a Commercial Aeronautical Activity not authorized under an existing Agreement with the City, or under a sublease with an existing Airport tenant, or without a lease or sublease must apply for a Commercial Activity Permit as established by this Section. This Section shall not apply to the City if it elects to provide one or more Commercial Aeronautical Activities.

3.2. Statement of Interest

- 3.2.1. An entity seeking a Commercial Activity Permit must first submit a Statement of Interest to the Airport Manager. There is no required form for a Statement of Interest, however it must:
- 3.2.1.1. Provide a general overview and scope of the proposed Commercial Aeronautical Activity or Activities, including the general area in which the proposed Activity or Activities shall occur; and
 - 3.2.1.2. Provide contact information, including the name, mailing address, email address and telephone number of the applicant.

3.3. Competitive Procurement

- 3.3.1. Upon receipt of a Statement of Interest, or on its own initiative, the City *may* issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation, in accordance with the Airport's Lease / Rates and Charges policy.

3.4. Written Application

- 3.4.1. If the City elects to conduct a competitive procurement process, it will request a written application from interested parties. If the City does not conduct a competitive procurement process, it will request a written application only from the entity that filed the Statement of Interest.
- 3.4.2. The written application shall be in the form prescribed by the Airport Manager or, in the absence of a form, shall include the following information and any such additional information as may be requested by the Airport Manager:
- 3.4.2.1. Name, address, telephone number and e-mail address;
 - 3.4.2.2. Comprehensive listing of the scope of the proposed Commercial

Aeronautical Activity or Activities the applicant will offer;

- 3.4.2.3. The requested or proposed date of commencement of the Commercial Aeronautical Activity or Activities and term of conducting the same;
 - 3.4.2.4. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with the contemplated Commercial Aeronautical Activity or Activities, including the number, type, and basing of aircraft to be provided or maintained, if applicable;
 - 3.4.2.5. The amount, configuration, and location of land the applicant desires to lease and/or develop, including the size and position of any buildings or improvements the applicant will lease or construct;
 - 3.4.2.6. The number of persons the applicant will employ, including the qualifications and certifications of each person;
 - 3.4.2.7. The proposed hours of operation;
 - 3.4.2.8. The amount and type of insurance coverage the applicant will maintain;
 - 3.4.2.9. Evidence of the applicant's financial and managerial capability to perform and provide the proposed Commercial Aeronautical Activity or Activities including financial statements, cash flow and profit and loss projections, identification of any bankruptcies relating to the applicant or its principals, and past experience of the applicant's key employees in providing the Commercial Aeronautical Activity or Activities;
 - 3.4.2.10. Disclosure of any and all documented violations by the applicant and/or the applicant's principals of Federal Aviation Administration regulations;
 - 3.4.2.11. A preliminary safety and emergency response plan for the proposed Commercial Aeronautical Activity or Activities, if applicable; and
 - 3.4.2.12. Disclosure of any entity holding or controlling, directly or indirectly, any ownership, voting, management, or debt interest in both the applicant and any other on-Airport Commercial Aeronautical Operator ("cross-ownership"), and the nature of such cross-ownership.
- 3.4.3. The City may obtain a credit report on the applicant and/or its principals.

3.5. Action on Written Application

- 3.5.1. Within thirty (30) days of receiving a complete application, the Airport Manager will make a recommendation to the City Council on whether to approve or deny the application, with the reasons for the recommendation.
- 3.5.2. Within sixty (60) days of receiving a complete application, the Airport Manager shall notify the applicant of the City Council's action on the application. If the application is approved, the Airport Manager shall provide the terms and conditions for the conduct of the authorized Commercial Aeronautical Activities at the Airport. If the application was denied, the Airport Manager shall provide the reasons for the denial.
- 3.5.3. The City may deny an application if, in its sole discretion, it concludes:
 - 3.5.3.1. The Commercial Aeronautical Activity proposed by the applicant would not meet the Minimum Standards prescribed herein;
 - 3.5.3.2. The applicant is unlikely to be able to continue to meet the Minimum Standards prescribed herein throughout the requested term of the Agreement, including the payment of any associated fees, based on the City's review of the applicant's business plan, financial data, credit report, or managerial expertise;
 - 3.5.3.3. The applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the City for one or more proposed Commercial Aeronautical Activity or Activities;
 - 3.5.3.4. The applicant has, intentionally or unintentionally, provided the City or any other person with false or misleading information or failed to make full disclosure in their application or supporting documents;
 - 3.5.3.5. Appropriate or adequate land and/or improvements are not available to accommodate the proposed Commercial Aeronautical Activity or Activities without requiring the reduction in space leased to another Commercial Aeronautical Operator, nor is availability expected in a reasonable timeframe;
 - 3.5.3.6. The development or use of the area requested by the applicant will result in congestion of Aircraft or Buildings or will result in unduly interfering with the operations of any present Commercial Aeronautical Operator on the Airport;
 - 3.5.3.7. One or more proposed Commercial Aeronautical Activities are inconsistent with the Airport Layout Plan or current Master Plan;
 - 3.5.3.8. The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation, or the

proposed Commercial Aeronautical Activity would otherwise create a safety hazard at the Airport;

3.5.3.9. The proposed Commercial Aeronautical Activity would require the City to spend funds or to supply resources and such funds are not available or budgeted, or the proposed Commercial Aeronautical Activity may reasonably result in a financial loss to the Airport;

3.5.3.10. The applicant or any of its key employees have:

3.5.3.10.1. A record of violating the regulations of the City, the Airport, any other airport, the FAA, or other regulation related to the Airport and/or the proposed activity;

3.5.3.10.2. Has been debarred or evicted from another airport at which the applicant or its key employees have conducted a Commercial Aeronautical Activity;

3.5.3.10.3. Defaulted on any Agreement or sublease at the Airport or at any other airport, or with the City;

3.5.3.10.4. Been convicted of a felony;

3.5.3.10.5. Been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City concerning Commercial Aeronautical Activities at the Airport; or

3.5.3.11. Consistent with these Minimum Standards and agreements between the City and the FAA, denial of the application is otherwise in the City's best interest.

3.6. Duration. Commercial Aeronautical Activity Permits shall be valid for ten (10) years, unless otherwise specified by the City Council in its sole discretion.

3.7. Public Disclosure. Applicants should be aware that the City is subject to Utah Code, Title 63G, Chapter 2 (the "Government Record Access and Management Act"), and may be required thereunder to allow the public to examine documents and materials submitted in support of an application for a Commercial Activity Permit.

3.8. Notification of Changes. Applicants must provide the Airport Manager with any information reflecting a material change in the information submitted with an application during its pendency. Such information includes, without limitation, a change in the ownership of the entity seeking to conduct Commercial Aeronautical Activities at the Airport, the filing of a bankruptcy petition, the addition or subtraction of principals, a felony or misdemeanor

conviction that would result in the loss of airport identification media pursuant to the Rules and Regulations, or any federal fines and/or violations imposed on the applicant.

4 GENERAL REQUIREMENTS

The following minimum standards apply to all Commercial Aeronautical Operators and all Commercial Aeronautical Activities. Additional standards specific to FBOs and SASOs can be found in Sections 5 through 16 of these Minimum Standards.

4.1. Experience/Capability

- 4.1.1. Commercial Aeronautical Operators shall demonstrate, to the satisfaction of the Airport Manager, the financial responsibility and technical ability to provide the authorized Commercial Aeronautical Activities in a safe, secure, and professional manner in service to Airport users.

4.2. Agreement/Approval

- 4.2.1. No entity shall engage in a Commercial Aeronautical Activity unless the entity has an Agreement with the City authorizing such activity.
- 4.2.2. An Agreement authorizing one or more Commercial Aeronautical Activities shall not reduce or limit a Commercial Aeronautical Operator's obligations under these Minimum Standards, except as authorized under Sections 2.6 or 2.7 of these Minimum Standards.
- 4.2.3. An Agreement authorizing one or more Commercial Aeronautical Activities must contain, at a minimum, the following provisions:
 - 4.2.3.1. All contract clauses required by the FAA pursuant to *Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors* (Jan. 29, 2016), https://www.faa.gov/airports/aip/procurement/federal_contract_provisions, as amended, which include, without limitation, provisions relating to Civil Rights and Title VI of the Civil Rights Act of 1964, the Federal Fair Labor Standards Act, and the Occupational Safety and Health Act.
 - 4.2.3.2. The Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport ("Grant Assurances"). In the event that the Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter or otherwise modify the terms of the Agreement in order to resolve such conflict or violation.
 - 4.2.3.3. The Airport Manager, with proper notification, shall have the right to make appropriate inspections to determine compliance with these

Minimum Standards.

- 4.2.4. Commercial Aeronautical Operators may not engage in a Commercial Aeronautical Activity not expressly permitted by its Agreement with the City.

- 4.3. Payment of Rents, Fees, and Charges

- 4.3.1. Commercial Aeronautical Operators shall pay the rents, fees, or other charges specified by the City in an Agreement for leasing or using land or improvements or engaging in Commercial Aeronautical Activities.

- 4.3.1.1. Fee schedule is available at the Airport Manager or City Offices, and is posted on the Airport's website.

- 4.3.2. No Commercial Aeronautical Operator shall be permitted to engage in Commercial Aeronautical Activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to the City under any and all agreements the Operator has with the City.

- 4.3.3. A Commercial Aeronautical Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to the City shall be grounds for revocation of the Agreement authorizing the occupancy or use of land or improvements for the conduct of Commercial Aeronautical Activities at the Airport.

- 4.4. Leased Premises

- 4.4.1. Commercial Aeronautical Operators shall lease or sublease an area and improvements of adequate and appropriate size, shape, and location to provide authorized Commercial Aeronautical Activities, but not less than the Leased Premises required for any Commercial Aeronautical Activity covered by these Minimum Standards in Sections 5 through 15.

- 4.4.1.1. Commercial Aeronautical Activities that require public access must be conducted from leased or subleased premises having direct public street-side access.

- 4.5. Facility Maintenance

- 4.5.1. Except as otherwise provided by Agreement, Commercial Aeronautical Operators shall maintain the leased or subleased premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a neat, safe, and orderly condition.

- 4.5.2. Except as otherwise provided by Agreement, Commercial Aeronautical Operators shall provide all necessary cleaning services for its leased premises, including janitorial and custodial services, trash removal services,

and any related services necessary to maintain the improvements in good condition, normal wear and tear excepted.

- 4.5.3. Commercial Aeronautical Operators shall replace in like kind any property damaged by its employees, patrons, subtenants, contractors, et al, or by the Operator's activities at the Airport.

- 4.6. Products, Services, and Facilities

- 4.6.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.
- 4.6.2. Commercial Aeronautical Operators shall charge reasonable, and not unjustly discriminatory, prices for each product or service, provided that, the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 4.6.3. Commercial Aeronautical Operators shall conduct their activities on and from the leased premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in related activities from similar leaseholds in like markets.
- 4.6.4. Commercial Aeronautical Operators shall not advertise products, services, or facilities that cannot be safely accommodated at the Airport based on its Airport Reference Code due to airfield geometry or the weight-bearing capacity of pavement, or which, if provided, would otherwise cause the City to violate its grant agreements with the FAA.

- 4.7. Compliance

- 4.7.1. Commercial Aeronautical Operators and their personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, and/or ratings required for the conduct of Operator's authorized Commercial Aeronautical Activities at the Airport prior to engaging therein. Operator shall provide and keep current copies of such licenses, permits, certifications, and/or ratings to the Airport Manager.
- 4.7.2. Commercial Aeronautical Operators must comply with all federal, state, and local requirements applicable to their authorized Commercial Aeronautical Activities, including, but not limited to the Airport Rules and Regulations, FAA Regulations, and FAA Airport Improvement Program (AIP) Grant Assurances. Without limitation of the foregoing, Commercial Aeronautical Operators must comply with the following specific requirements:
 - 4.7.2.1. Federal, state, and local laws applicable to workplace and aviation safety, and the orders and directives of the Airport Manager;

- 4.7.2.2. All applicable federal, State, and local environmental laws, orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport, and the City's environmental policies and procedures.

4.8. Personnel

- 4.8.1. Commercial Aeronautical Operators shall have in their employ, on duty, and on premises during operating hours, trained, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe and efficient manner.
- 4.8.2. Operator shall provide a person to supervise activities and such person shall be authorized to represent and act for and on behalf of Operator during all hours of activities. When such person is not on the leased premises, such individual shall be immediately available by telephone or pager.
- 4.8.3. A list of contacts shall be supplied to the Airport Manager including after-hours phone numbers, which shall be updated when any change occurs.
- 4.8.4. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger City employees and representatives and/or Airport customers, tenants, or other Commercial Aeronautical Operators.

4.9. Insurance

- 4.9.1. Commercial Aeronautical Operators shall procure and maintain, during the term of an agreement, insurance policies required by law, including for example and without limitation, insurance as required by the workers' compensation laws of the State of Utah.
- 4.9.2. Commercial Aeronautical Operators shall procure and maintain, during the term of an Agreement with the City to conduct Commercial Aeronautical Activities at the Airport, insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport, and not less than the minimum limits set forth in Attachment A of these Minimum Standards for each authorized activity. The insurance company or companies underwriting the required policies shall be licensed or authorized to write such insurance in the State of Utah.
 - 4.9.2.1. When the coverages or limits set forth in these Minimum Standards are not commercially available, appropriate replacement coverages or limits must be approved in writing by the City Council.

GENERAL REQUIREMENTS

- 4.9.3. All insurance which the Commercial Aeronautical Operator is required to carry and keep in force, other than workers' compensation insurance, shall name Heber City, the Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 4.9.4. Liability policies shall contain, or be endorsed to contain, the following provisions:
 - 4.9.4.1. "Heber City, the Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of Operator, products and services of Operator, premises owned, leased, occupied, or used by Operator, or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by Heber City, the Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be in excess of Operator's and shall not contribute with it."
 - 4.9.4.2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Heber City, the Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
 - 4.9.4.3. "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Heber City."
- 4.9.5. Certificates of Insurance for the insurance required by law and set forth by these Minimum Standards for each activity shall be delivered to the Airport Manager upon execution of an Agreement authorizing the conduct of Commercial Aeronautical Activities. Insurance must be in force during the period of any construction of the Commercial Aeronautical Operator's facilities and prior to its entry upon the Airport to conduct Commercial Aeronautical Activities. Operator shall furnish additional Certificates of Insurance thirty (30) days prior to the effective date of any reduction in coverage. Current proof of insurance shall be provided to the Airport Manager throughout the term of the Agreement to conduct Commercial Aeronautical Activities on or before

February 28 of each calendar year.

- 4.9.6. The limits stipulated herein for each activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in activities at the Airport. Operators are encouraged to secure higher policy limits. In requiring Operators to maintain insurance hereunder, the City in no way represents or guarantees that the types and limits are adequate to protect the Operator's interests and liabilities.
- 4.9.7. Any self-insured Commercial Aeronautical Operator shall furnish evidence of such self-insurance and shall hold Heber City, Heber City Airport, the Heber City Council, and the Airport Advisory Board harmless in the event of any claims or litigation arising out of its activities at the Airport. Such evidence must be reviewed and approved in writing by the Airport Manager prior to the commencement of any Commercial Aeronautical Activity at the Airport.
- 4.9.8. Commercial Aeronautical Operators shall, at their sole expense, cause all facilities and improvements on the leased premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Airport Manager.
- 4.10. Indemnification and Hold Harmless
- 4.10.1. Operator shall defend, indemnify, save, protect, and hold harmless Heber City, Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by Heber City, Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Utah principles of comparative fault.
- 4.10.2. The Operator shall indemnify and hold harmless the Heber City, Heber City Airport, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees,

agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, vehicles, equipment, or aircraft.

4.11. Taxes

- 4.11.1. The Commercial Aeronautical Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized government agency.

4.12. Non-Commercial and Non-Aeronautical Property

- 4.12.1. No entity may conduct a commercial activity, including a Commercial Aeronautical Activity, as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including for example and without limitation, a hangar leased for non-commercial use.

- 4.12.2. No Commercial Aeronautical Operator may conduct non-aeronautical activities in buildings or hangars located on land designated for aeronautical purposes without the Airport Manager's express written approval.

4.13. Notice and Reporting

- 4.13.1. Commercial Aeronautical Operators must submit to the Airport Manager new, updated or amended FAA certificates and ratings applicable to the operator, its employees or contractors annually or when received, whichever is earlier.

- 4.13.2. Upon hiring new employees, all Commercial Aeronautical Operators must file FAA certificates or ratings pertinent to the new employees' responsibilities with the Airport Manager within two weeks of hiring the employee.

- 4.13.3. Upon any revocation of or change to any certificate or ratings of a Commercial Aeronautical Operator or its employees, or any other penalties or certificate action by FAA against a Commercial Aeronautical Operator or its employees, the Commercial Aeronautical Operators must provide written notice to the Airport Manager within two weeks.

- 4.13.4. Commercial Aeronautical Operators shall provide the Airport Manager with four weeks advance notice of its intention to start up or discontinue a Commercial Aeronautical Activity authorized under its Agreement. The notice required by this section is separate from and in addition to any applicable provision of an Agreement governing its termination or suspension.

4.14. Subcontracting, Subleasing and Assignment

- 4.14.1. City Council must provide written approval for any sublease, assignment, or subcontract for the provision of one or more Commercial Aeronautical

Activities authorized by an Agreement with the City, which shall not be unreasonably withheld.

4.14.2. Subcontracting.

4.14.2.1. Consistent with the terms of the controlling Agreement and with the requirement for City Council approval outlined in Section 4.14.1 above, FBOs may subcontract with another entity to conduct a Commercial Aeronautical Activity that the FBO is required or permitted to conduct under these Minimum Standards. In such event, the subcontractor shall be responsible for complying with all applicable Minimum Standards; provided, however, that the FBO shall remain liable to the City for compliance with the Minimum Standards and the terms of the controlling Agreement.

4.14.2.2. SASOs are prohibited from subcontracting absent extraordinary circumstances and written approval from the Airport Manager. However, this prohibition does not apply with respect to a SASO's contractual relationship with individual independent contractors or temporary employees.

4.14.3. FBOs and SASOs are permitted to sublease their leased premises to another entity to perform one or more Commercial Aeronautical Activities, provided that the following conditions are met:

4.14.3.1. The subleasing party must obtain a Permit authorizing the desired Commercial Aeronautical Activity at the Airport in accordance with Section 3 of these Minimum Standards; and

4.14.3.2. The FBO or SASO must pay the City fees applicable to the class of services provided by the sublessee at the levels set forth in the Airport Rules and Regulations or applicable Agreement.

4.14.3.3. The FBO or SASO must carry public liability insurance for its sublessee or provide a certificate of insurance which shows the lessee and the City as additional insured, in amounts commensurate with the services provided by the sublessee.

4.14.4. Prior to granting consent for any assignment, the City Council may require the prospective assignee to complete an application or submit the information prescribed in Section 2 hereof. The City Council may reject the request to assign the Agreement based on the factors enumerated in Section 3.

4.14.5. Subleases and subcontracts must contain all required contract clause identified by Section 4.2.3 of these Minimum Standards.

FIXED BASE OPERATORS (FBO)

5 ADDITIONAL MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBO)

5.1. Definition

- 5.1.1. A Fixed Based Operator (FBO) is a Commercial Aeronautical Operator providing into-aircraft, full-service avgas and jet fuel delivery, in addition to certain other required services, to all aircraft, based and transient, normally frequenting the Airport.

5.2. Applicability

- 5.2.1. In addition to the General Requirements set forth in Section 4, each FBO shall comply with the following minimum standards set forth in this Section 5.

5.3. Required and Prohibited Services

- 5.3.1. Unless otherwise stated in these Minimum Standards, all FBOs must provide all required products and services using vehicles and equipment owned or under exclusive lease to the FBO.

- 5.3.2. An FBO's products and services must include the following:

- 5.3.2.1. Delivery and dispensing of avgas, jet fuel, and aircraft lubricants into all general aviation aircraft, based and transient, normally frequenting the Airport. An FBO's normal response time shall not exceed fifteen (15) minutes during required hours of activity (excepting situations beyond the control of the FBO);

- 5.3.2.2. Ground services and support, including, without limitation, aircraft marshalling and towing; oxygen, nitrogen, and compressed air services; lavatory services; ground power; aircraft cleaning services; ground transportation arrangements (limousine, shuttle, and rental car); aircraft catering; de-icing support, engine preheating, and assisted aircraft start;

- 5.3.2.3. Aircraft Maintenance

- 5.3.2.3.1. An FBO shall be able to provide routine (minor) aircraft line maintenance on the airframe, powerplants, and associated systems of all general aviation aircraft, based and transient, normally frequenting the Airport;

- 5.3.2.3.2. An FBO must have available at the Airport at least one currently certified airframe and power plant mechanic with inspection authorization eight hours per day, five days per week; and

ADDITIONAL MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBO)

- 5.3.2.3.3. An FBO may meet these Minimum Standards for the provision of aircraft maintenance by and through an authorized sublessee who meets the minimum standards for Aircraft Maintenance Operators (SASO) and operates from the FBO's leased premises, in accordance with Section 4.15.

5.3.2.4. Aircraft Removal

- 5.3.2.4.1. An FBO must be prepared to lend assistance, have personnel trained, and have on-site or be capable of arranging for the equipment and/or services required to remove damaged aircraft from the Airport movement areas within thirty (30) minutes upon request of the Airport Manager or any party needing assistance during required hours of activity. At all other times, an FBO shall be available to provide such services on an on-call basis within two (2) hours.
- 5.3.2.4.2. An FBO shall prepare and maintain an aircraft removal plan on file with the Airport Manager.

5.3.2.5. Hangar Service

- 5.3.2.5.1. An FBO shall provide suitable hangar storage facilities constructed in accordance with the Rules and Regulations and applicable design standards.

5.4. Leased Premises

- 5.4.1. All FBOs shall have adequate land, apron, vehicle parking, and facilities to accommodate all required activities of the FBO and any additional authorized Commercial Aeronautical Activities, but not less than the following:

- 5.4.1.1. Contiguous Land. 217,800 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.

- 5.4.1.1.1. The Airport Manager may exempt an FBO from the requirement that all land be contiguous, provided (1) at a minimum, required apron, terminal facilities, and vehicle parking are located on contiguous land, and (2) the FBO submits a plan demonstrating to the Airport Manager's satisfaction that the FBO's operations can be safely and efficiently conducted from non-contiguous property and without disruption to other airport users and tenants.

ADDITIONAL MINIMUM STANDARDS FOR
FIXED BASE OPERATORS (FBO)

- 5.4.1.2. Apron. 130,680 sq. ft. of sufficient weight-bearing capacity to accommodate all general aviation aircraft, based and transient, normally frequenting the Airport, upon which the FBO shall maintain paved tiedown adequate to accommodate the number, type, and size of based and transient aircraft requiring tiedown space at the FBO's leased premises, but not less than 12 tiedown spaces.
- 5.4.1.3. Terminal Facilities. 4,000 sq. ft. of curb-side accessible terminal space sufficient to accommodate the following:
 - 5.4.1.3.1. Customer areas including at least crew and passenger lounge(s), flight planning room, conference room, and restrooms;
 - 5.4.1.3.2. Administrative areas including adequate space for employee offices, work areas, and storage;
- 5.4.1.4. Maintenance Facilities. 2,000 dedicated sq. ft. to include adequate space for employee offices, work areas, and storage.
- 5.4.1.5. Hangar Space. 15,000 sq. ft., constructed in accordance with the Rules and Regulations and applicable design standards:
- 5.4.1.6. Vehicle Parking. Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.
- 5.4.2. All building improvements must be permanent in nature.
- 5.5. Fuel Storage
 - 5.5.1. An FBO shall construct, install, and/or maintain an on-Airport above-ground fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the Airport Manager. The FBO's fuel storage facility shall be located in one or more central fuel storage facilities designated by the Airport Manager.
 - 5.5.1.1. Section 5.5.1 shall not require an FBO to construct, install, and/or maintain a fuel storage facility if the City elects to construct and maintain a fuel storage facility and make it available to the FBO.
 - 5.5.2. The FBO's fuel storage facility must comply with all applicable regulatory measures, including but not limited to the National Fire Protection Association (NFPA) Code 30-A and subsequent revisions thereto.
 - 5.5.3. The FBO's fuel storage facility must have adequate inventory of avgas and jet fuel at all times to service the FBO's customers. In no event shall the total storage capacity be less than:

FIXED BASE OPERATORS (FBO)

- 5.5.3.1.1. 10,000 gallons for jet fuel storage; and
- 5.5.3.1.2. 10,000 gallons for avgas storage.
- 5.5.4. An FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport.
- 5.5.5. An FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.
- 5.5.6. An FBO shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets regulatory measures for above-ground fuel storage facilities. A copy of the SPCC Plan must be filed with the Airport Manager at least thirty (30) days prior to commencing operations, and must be updated at least once every five years or earlier if required by law. And updated copy of the SPCC must be filed with the Airport Manager no later than thirty (30) days prior to its effective date.
- 5.5.7. An FBO shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
- 5.5.8. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of the FBO.
- 5.5.9. An FBO shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing at any time by the Airport Manager.
- 5.6. Fueling Equipment
- 5.6.1. An FBO shall have one (1) operating and fully functional jet fuel refueling vehicle with a capacity of at least 5,000 gallons.
- 5.6.2. An FBO shall have one (1) operating and fully functional avgas refueling vehicle having a capacity of at least 750 gallons.
- 5.6.3. Aircraft refueling vehicles shall be equipped with metering devices that meet all applicable regulatory measures. One (1) refueling vehicle dispensing jet fuel shall have over-the-wing and single point aircraft servicing capability. All refueling vehicles shall be bottom loaded.
- 5.6.4. Each refueling vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including,

ADDITIONAL MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBO)

without limitation, those prescribed by:

- 5.6.4.1. The Fire Code adopted by the State of Utah;
- 5.6.4.2. National Fire Protection Association (NFPA) Codes;
- 5.6.4.3. Utah Department of Health and Environment Oil Inspection Regulatory Section;
- 5.6.4.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"
- 5.6.4.5. Applicable FAA Advisory Circulars including without limitation AC 00-34A, *Aircraft Ground Handling and Servicing*, and AC 150/5210-5D, *Painting, Marking and Lighting of Vehicles Used on an Airport*, as they may be amended or revised by the FAA from time to time.

5.7. Equipment

- 5.7.1. In addition to all equipment necessary or useful in providing the required services above, an FBO shall have the following equipment:
 - 5.7.1.1. Adequate equipment for recharging or energizing discharged aircraft batteries;
 - 5.7.1.2. One (1) aircraft tug (and tow bars) having a rated draw bar capacity sufficient to meet the towing requirement of the general aviation aircraft, based and transient, normally frequenting the Airport;
 - 5.7.1.3. Spill kits (as outlined in Rules and Regulations); and
 - 5.7.1.4. Pursuant to NFPA 10, an adequate number of appropriate type and sized hand-portable fire extinguisher units within all hangars and on all apron areas, fuel storage facilities, and ground handling and refueling equipment. All fire extinguisher units are subject to monthly and annual inspection by the Airport Manager.

5.8. Personnel

- 5.8.1. An FBO shall employ a full-time, on-site general manager. The individual managing the operations of the FBO must have at least three (3) years of experience in the business of an FBO on an airport of comparable size, facilities, and activity in the preceding five (5) years.
- 5.8.2. In addition to the General Manager, an FBO shall have two (2) properly trained and qualified employees, on each shift, providing aircraft fueling, parking, and ground services support.

FIXED BASE OPERATORS (FBO)

- 5.8.3. An FBO shall have one (1) properly trained and qualified employee on each shift (except from the hours of 5:00 PM to 8:00 AM), to provide customer service and support.
- 5.8.4. An FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*, as it may be amended or revised by the FAA from time to time. FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures for fuel fires and spills. FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling vehicles. FBO's SOP shall be submitted to the Airport Manager no later than 30 days before the FBO commences activities at the Airport, and updated not less than once every five (5) years. The Airport Manager shall conduct periodic inspections to ensure compliance.
- 5.9. Hours of Activity
 - 5.9.1. Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable demands of the public for this activity seven (7) days a week (including holidays), nine (9) hours a day.
 - 5.9.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this activity five (5) days a week, eight (8) hours a day. Aircraft maintenance shall be available after hours, on-call, with response time not to exceed sixty (60) minutes.
- 5.10. Commercial Self-Service Fueling
 - 5.10.1. Commercial self-service fueling is an optional service for FBOs, and is not mandatory. If an FBO decides to provide such a facility, the FBO must comply with the minimum standards for Self-Service Fueling Facility SASOs (Section 15), unless such standards are modified by the Airport Manager pursuant to Section 2.6.3 of these Minimum Standards.
- 5.11. Insurance
 - 5.11.1. FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

REPAIR OPERATORS (SASO)

6 AIRCRAFT AIRFRAME & POWERPLANT REPAIR OPERATORS (SASO)**6.1. Definition**

- 6.1.1. An Aircraft Airframe & Powerplant Repair Operator is a Commercial Aeronautical Operator engaged in providing aircraft airframe and powerplant repair and maintenance services to all aircraft, based and transient, normally frequenting the Airport. This category of Commercial Aeronautical Operator includes the sale of aircraft parts and accessories.

6.2. Applicability

- 6.2.1. In addition to the General Requirements set forth in Section 4, each Aircraft Airframe & Powerplant Repair Operator at the Airport shall comply with the following minimum standards set forth in this Section 6. An FBO providing aircraft maintenance services shall comply with the minimum standards set forth in Section 5 or 6, as applicable.

6.3. Leased Premises

- 6.3.1. An Aircraft Airframe & Powerplant Repair Operator shall lease or sublease adequate land, apron, vehicle parking, and facilities to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following:
- 6.3.1.1. Contiguous Land. At least 7,600 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located;
 - 6.3.1.2. Apron shall be the greater of (1) that which is adequate to accommodate the movement of aircraft into and out of the Aircraft Airframe & Powerplant Repair Operator's hangar and parking of customer aircraft; or (2) 3,000 sq. ft.;
 - 6.3.1.3. Facilities shall include:
 - 6.3.1.3.1. Curb-side accessible customer and administrative areas, including restrooms, work areas, employee offices, work areas, and storage;
 - 6.3.1.3.2. Maintenance area of not less than 3,000 sq. ft., including adequate space for employee work areas, shop areas, and storage.
 - 6.3.1.3.3. Hangar Space of at least 5,625 sq. ft., constructed in accordance with the Rules and Regulations and applicable design standards

REPAIR OPERATORS (SASO)

- 6.3.1.4. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

6.4. Licenses and Certification

- 6.4.1. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed and be in compliance with all FAA regulations pertaining to aircraft maintenance.

6.5. Insurance

- 6.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements

7 LIGHT AIRCRAFT AIRFRAME & POWERPLANT REPAIR OPERATORS (SASO)

7.1. Definition

- 7.1.1. A Light Aircraft Airframe & Powerplant Repair Operator is a Commercial Aeronautical Operator engaged in providing aircraft airframe and powerplant repair and maintenance services limited to based and transient general aviation piston aircraft. This category of Commercial Aeronautical Operator includes the sale of related aircraft parts and accessories.

7.2. Applicability

- 7.2.1. In addition to the General Requirements set forth in Section 4, each Light Aircraft Airframe & Powerplant Repair Operator at the Airport shall comply with the following minimum standards set forth in this Section 7. An FBO providing aircraft maintenance services shall comply with the minimum standards set forth in Section 5 or 6, as applicable.

7.3. Leased Premises

- 7.3.1. A Light Aircraft Airframe & Powerplant Repair Operator shall lease or sublease adequate land, apron, vehicle parking, and other facilities to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following:

7.3.1.1. Land. At least 5,600 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.

7.3.1.2. Apron shall be the greater of (1) that which adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft, or (2) 2,000 sq. ft.

7.3.1.3. Facilities shall include customer, administrative, maintenance, and hangar areas.

7.3.1.3.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), and restrooms.

7.3.1.3.2. Administrative area shall be dedicated to the provision of aircraft maintenance and shall include adequate space for employee offices, work areas, and storage.

7.3.1.3.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.

7.3.1.3.4. Hangar Space of at least 2,500 sq. ft., constructed in

POWERPLANT REPAIR OPERATORS (SASO) LIGHT AIRCRAFT AIRFRAME &

accordance with the Rules and Regulations and applicable design standards.

- 7.3.1.4. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

7.4. Licenses and Certification

- 7.4.1. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed and be in compliance with all FAA regulations pertaining to aircraft maintenance.

7.5. Insurance

- 7.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements

ASSESSORY OPERATORS (SASO)

8 AVIONICS, INSTRUMENT, OR ASSESSORY OPERATORS (SASO)

8.1. Definition

8.1.1. An Avionics, Instrument, or Accessory Maintenance Operator is a Commercial Aeronautical Operator engaged in the business of repairing and/or installing aircraft radios, electrical systems, propellers, instruments and/or accessories.

8.2. Applicability

8.2.1. In addition to the General Requirements set forth in Section 4, each Avionics, Instrument, or Accessory Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

8.3. Leased Premises

8.3.1. An Avionics, Instrument, or Accessory Maintenance Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following.

8.3.1.1. Land. If the Avionics, Instrument, or Accessory Maintenance Operator activities include the installation of radios, electrical systems, propellers, instruments and/or accessories into aircraft, at least 5,600 sq. ft. upon which all required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.

8.3.1.2. If the Avionics, Instrument, or Accessory Maintenance Operator activities include the installation of radios, electrical systems, propellers, instruments and/or accessories into aircraft, Apron shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft.

8.3.1.3. Facilities shall include customer, administrative, maintenance, and, if the Avionics, Instrument, or Accessory Maintenance Operator activities include the installation of radios, electrical systems, propellers, instruments and/or accessories into aircraft, hangar areas.

8.3.1.3.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), and restrooms.

8.3.1.3.2. Administrative area shall be dedicated to the provision of aircraft maintenance and shall include adequate space for employee offices, work areas, and storage.

ASSESSORY OPERATORS (SASO)

8.3.1.3.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.

8.3.1.3.4. If the Avionics, Instrument, or Accessory Maintenance Operator activities include the installation of radios, electrical systems, propellers, instruments and/or accessories into aircraft, hangar space of at least 2,500 sq. ft., constructed in accordance with the Rules and Regulations and applicable design standards.

8.3.1.4. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

8.4. Licenses and Certification

8.4.1. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed and be in compliance with all FAA regulations pertaining to aircraft maintenance.

8.5. Insurance

8.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements

TRAINING OPERATOR (SASO)

9 AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)**9.1. Definitions**

- 9.1.1. An Aircraft Rental Operator is a Commercial Aeronautical Operator engaged in the rental of fixed- and/or rotary-wing aircraft to the general public.
- 9.1.2. A Flight Training Operator is a Commercial Aeronautical Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.
- 9.1.3. In addition to the General Requirements set forth in Section 4, each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

9.2. Leased Premises

- 9.2.1. An Aircraft Rental or Flight Training Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following:
 - 9.2.1.1. Land. If the Aircraft Rental or Flight Training Operator constructs or maintains a hangar, at least 5,600 sq. ft. upon which the hangar and required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.
 - 9.2.1.2. Apron/paved tiedowns and/or hangar space adequate to accommodate the total number of based aircraft.
 - 9.2.1.3. If Operator constructs or has a hangar, apron shall be the greater of (1) that which is sufficient to accommodate the movement of aircraft into and out of the hangar, or (2) 2,000 sq. ft.
 - 9.2.1.4. Facilities shall include customer and administrative areas that are curbside accessible.
 - 9.2.1.4.1. Customer area shall include adequate space for customer lounge(s), class/training rooms, and restrooms.
 - 9.2.1.4.2. Administrative area shall include adequate space for employee offices, work areas, and storage.
 - 9.2.1.4.3. If the Aircraft Rental or Flight Training Operator constructs or maintains a hangar, it shall be at least 2,500 sq. ft., and constructed in accordance with the

TRAINING OPERATOR (SASO)

Rules and Regulations and applicable design standards.

9.2.1.5. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

9.2.2. A Flight Training Operator may not conduct ground school or flight briefing/debriefing in public areas of the Airport.

9.3. Licenses and Certifications

9.3.1. Personnel performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings for the aircraft being utilized and/or flight training being provided.

9.4. Personnel

9.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft rental and/or flight training in a prompt and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

9.4.1.1. Aircraft Rental Operators shall employ at least one (1) flight instructor capable of performing a rental check ride on all aircraft made available for rental by the Operator and at least one (1) customer service representative on each shift.

9.4.1.2. Flight Training Operators shall employ at least one (1) flight instructor (total) and at least one (1) customer service representative (on each shift).

9.5. Equipment

9.5.1. Flight Training Operators shall provide all materials, supplies, and training methods and shall meet FAA requirements for the training offered.

9.5.2. A Flight Training Operator shall have available for use in flight training, either owned or under exclusive lease to the Operator, a sufficient number of aircraft properly certificated for the type of flight training offered, but not less than one (1) such aircraft. Nothing in this section shall prohibit a Flight Training Operator from conducting flight training in an aircraft not owned or under exclusive lease to the Operator.

9.5.3. Aircraft and flight instruction shall be available under commercially reasonable terms and conditions and at commercially reasonable rates and charges.

9.6. Hours of Activity

TRAINING OPERATOR (SASO)

- 9.6.1. An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity five (5) days a week, eight (8) hours a day. The hours may be adjusted to reflect seasonal operations.
- 9.6.2. The City believes it is critical for the Airport to be a “good neighbor” in order to maintain strong support within the community. The City expects Commercial Aeronautical Operators at the Airport to partner with the City in these efforts. Accordingly, the City strongly encourages Aircraft Rental and Flight Training Operators to observe, and take reasonable efforts to encourage their customers to observe, voluntary noise abatement procedures adopted by the Airport Manager, as they may be from time to time amended.
- 9.7. Insurance
 - 9.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements
 - 9.7.2. Disclosure Requirement: A Flight Training or Aircraft Rental Operator shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage may be available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Manager.

(SASO)

10 AIR TAXI AND CHARTER OPERATOR (SASO)

10.1. Definition

- 10.1.1. An Air Taxi and Charter Operator is an entity engaged in the business of providing air transportation or intrastate common carriage of persons or property for compensation for hire in air commerce, as defined by the Federal Aviation Act of 1958, as amended, and by FAA regulations.
- 10.1.2. In addition to the General Requirements set forth in Section 4, each Aircraft Charter Operator at the Airport shall comply with the following minimum standards set forth in this Section 10.

10.2. Hours of Operation

- 10.2.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity.
- 10.2.2. The City believes it is critical for the Airport to be a “good neighbor” in order to maintain strong support within the community. The City expects Commercial Aeronautical Operators at the Airport to partner with the City in these efforts. Accordingly, the City strongly encourages Air Taxi and Charter Operators to observe voluntary noise abatement procedures adopted by the Airport Manager, as they may be from time to time amended.

10.3. Leased Premises

- 10.3.1. An Air Taxi and Charter Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator’s authorized Commercial Aeronautical Activities, but not less than the following:
 - 10.3.1.1. Land. If the Air Taxi and Charter Operator constructs or maintains a hangar, at least 5,600 sq. ft. upon which the hangar and required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.
 - 10.3.1.2. Apron/paved tiedowns and/or hangar space adequate to accommodate the total number of based aircraft.
 - 10.3.1.3. If Operator constructs or has a hangar, apron shall be the greater of (1) that which is sufficient to accommodate the movement of aircraft into and out of the hangar, or (2) 2,000 sq. ft.
 - 10.3.1.4. Facilities shall include customer and administrative areas that are curbside accessible.
 - 10.3.1.4.1. Customer area shall include adequate space for

(SASO)

customer lounge(s) and restrooms.

10.3.1.4.2. Administrative area shall include adequate space for employee offices, work areas, and storage.

10.3.1.4.3. If the Air Taxi and Charter Operator constructs or maintains a hangar, it shall be at least 2,500 sq. ft., and constructed in accordance with the Rules and Regulations and applicable design standards.

10.3.1.5. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

10.4. Licenses and Certifications

10.4.1. Air Taxi and Charter Operators shall have and provide copies to the Airport Manager of all appropriate certifications and approvals, FAA Operating Certificates, and U.S. Department of Transportation authority or registrations.

10.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the aircraft utilized for activity.

10.5. Personnel

10.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

10.6. Equipment

10.6.1. Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, at least one (1) certified and airworthy four-place or larger aircraft equipped for and certified for use in instrument conditions.

10.7. Insurance

10.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.

11 AIRCRAFT SALES OPERATOR (SASO)

11.1. Definition

- 11.1.1. An Aircraft Sales Operator is an entity engaged in the sale of new and/or used aircraft or who acts as an aircraft broker.
- 11.1.2. In addition to the General Requirements set forth in Section 4, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 11.

11.2. Leased Premises

- 11.2.1. An Aircraft Sales Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than the following:
 - 11.2.1.1. Land. If the Aircraft Sales Operator constructs or maintains a hangar, at least 5,600 sq. ft. upon which the hangar and required improvements including, but not limited to, apron, vehicle parking, landscaping, and all facilities shall be located.
 - 11.2.1.2. Apron/paved tiedowns and/or hangar space adequate to accommodate the total number of based inventory.
 - 11.2.1.3. If Operator constructs or has a hangar, apron shall be the great of (1) that which is sufficient to accommodate the movement of aircraft into and out of the hangar, or (2) 2,000 sq. ft.
 - 11.2.1.4. Facilities shall include customer and administrative areas that are curbside accessible.
 - 11.2.1.4.1. Customer area shall include adequate space for customer lounge(s) and restrooms.
 - 11.2.1.4.2. Administrative area shall include adequate space for employee offices, work areas, and storage.
 - 11.2.1.4.3. If the Aircraft Sales Operator constructs or maintains a hangar, it shall be at least 2,500 sq. ft., and constructed in accordance with the Rules and Regulations and applicable design standards.
 - 11.2.1.5. Vehicle Parking – Sufficient vehicle parking to comply with Heber City Municipal Code, Chapter 18.72 Parking Standards.

11.3. Licenses and Certifications

- 11.3.1. Personnel shall be properly certificated by the FAA, current, and hold the

appropriate ratings for providing flight demonstration in all aircraft offered for sale.

11.4. Personnel

11.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out the activity in a prompt and efficient manner to meet the reasonable demand of the public seeking such services.

11.4.1.1. Operator shall employ at least one (1) current commercial pilot.

11.5. Equipment

11.5.1. Operator shall provide necessary and satisfactory arrangements for aircraft maintenance in accordance with any sales guarantee or warranty period.

11.6. Hours of Activity

11.6.1. Operator shall be open and service shall be available to meet the reasonable demands of the public.

11.7. Insurance

11.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

SERVICES OPERATOR (SASO)

12 SPECIALIZED COMMERCIAL FLYING SERVICES OPERATOR (SASO)**12.1. Definition**

12.1.1. A Specialized Commercial Flying Services Operator is a Commercial Aeronautical Operator engaged in providing air transportation for hire, including any of the following services:

12.1.1.1. Non-stop sightseeing flights that begin and end at the Airport;

12.1.1.2. Crop dusting, seeding, or spraying;

12.1.1.3. Banner towing and aerial advertising;

12.1.1.4. Aerial photography or survey;

12.1.1.5. Power line, underground cable, or pipeline patrol; or

12.1.1.6. Any other operation specifically excluded from Part 135 of the Federal Aviation Regulations.

12.1.2. In addition to the General Requirements set forth in Section 4, each Specialized Commercial Flying Services Operator at the Airport shall comply with the following minimum standards set forth in this Section 12.

12.2. Non-Leased Premises

12.2.1. A Specialized Commercial Flying Services Operator and its employees, clients, and guests shall use designated areas established by the Airport Manager for conducting these operations while on the Airport.

12.3. Licenses and Certifications

12.3.1. Operator shall have and provide to the Airport Manager evidence of all federal, state, and local licenses and certificates that are required in order to lawfully conduct the activity.

12.4. Personnel

12.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out its activity in a prompt and efficient manner to meet the reasonable demands of the public seeking such services.

12.5. Hours of Activity

12.5.1. The City believes it is critical for the Airport to be a “good neighbor” in order to maintain strong support within the community. The City expects Commercial Aeronautical Operators at the Airport to partner with the City in these efforts.

SERVICES OPERATOR (SASO)

Accordingly, the City strongly encourages Specialized Commercial Flying Services to observe voluntary noise abatement procedures adopted by the Airport Manager, as they be from time to time amended.

12.6. Radio Contact

- 12.6.1. Operators are encouraged to maintain contact with the Common Traffic Advisory Frequency (CTAF) and conduct operations in accordance with all procedures recommended by the Aeronautical Information Manual.

12.7. Insurance

- 12.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements. The Airport Manager may require a Specialized Commercial Flying Services Operator to obtain additional insurance if, in his sole discretion, the Operator's authorized activity carries unique safety risks at the Airport.

SERVICE OPERATOR (SASO)

13 TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

13.1. Introduction

13.1.1. The City recognizes that Airport users may periodically require specialized assistance with the maintenance of their aircraft and/or flight training. When such assistance is not available on the Airport through an existing Commercial Aeronautical Operator due to either the specialized nature of the maintenance and/or flight training requirements, the City may allow an Airport user to solicit and utilize the services of a qualified entity not presently based at the Airport to provide said services.

13.1.2. In addition to the General Requirements set forth in Section 4, each Temporary Specialized Aviation Service Operator at the Airport shall comply with the following minimum standards set forth in this Section 13.

13.2. Scope of Activity

13.2.1. Operator shall conduct activity on and from the leased premises of the Airport user in a manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.

13.3. Temporary Permit

13.3.1. The Airport user requiring the services of a Temporary Specialized Aviation Service Operator must submit a request to the Airport Manager on behalf of Operator in the form and manner prescribed by the Airport Manager.

13.3.2. If the Airport Manager determines that the requested services are not available on the Airport through an existing Commercial Aeronautical Operator, the Airport Manager will issue a 30-day Temporary Permit to the Temporary Specialized Aviation Service Operator, authorizing the requested activity on such terms and conditions as the Airport Manager may require.

13.3.3. Airport users that require after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify the Airport Manager prior to the Operator engaging in activities on the Airport.

13.3.3.1. The Airport user is responsible for assuring compliance of all Airport Rules and Regulations by the Temporary Specialized Aviation Service Operator while on the Airport.

13.3.4. Temporary Specialized Aviation Service Operators shall be required to pay a fee commensurate with their use of the Airport.

13.4. Licenses and Certifications

SERVICE OPERATOR (SASO)

- 13.4.1. Operator shall have and provide to the Airport Manager evidence of all federal, state, and local licenses and certificates that are required in order to lawfully conduct the authorized Commercial Aeronautical Activities.
- 13.5. Insurance
- 13.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements

(SASO)

14 AIRCRAFT STORAGE OPERATOR (SASO)**14.1. Definition**

14.1.1. An Aircraft Storage Operator is a Commercial Aeronautical Operator that develops, constructs, and/or maintains two (2) or more hangar structures for the purpose of selling or subleasing hangar and associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.

14.1.2. In addition to the General Requirements set forth in Section 4, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 14.

14.2. Scope of Activity

14.2.1. Aircraft Storage Operators shall use and ensure that it subleasees, if any, use the leased premises in accordance with the *Policy on the Non-Aeronautical Use of Airport Hangars*, 81 Fed. Reg. 38,906 (June 15, 2016).

14.3. Leased Premises

14.3.1. An Aircraft Storage Operator shall lease adequate land and apron, but no less than 11,600 sq. ft., to accommodate its authorized Commercial Aeronautical Activities, and ensure that the sale, lease, or assignment of its premises or improvements meet the following minimum requirements:

14.3.1.1. Each hangar or subdivision thereof offered for sale or lease must be combined with sufficient apron to accommodate the movement of aircraft into and out of the hangar, and not less than 2,000 sq. ft per single hangar structure or 650 sq. ft. per individual storage bay of a subdivided structure.

14.3.1.2. The Operator may develop:

14.3.1.2.1. One or more single hangar structures of not less than 2,500 square feet, completely enclosed.

14.3.1.2.2. One or more single structure of not less than 5,000 square feet, subdivided by not less than 1,250 square feet and configured to accommodate individual bays for the storage of aircraft.

14.4. Insurance

14.4.1. Developer shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

(SASO)

AIRCRAFT STORAGE OPERATOR

15 SELF-SERVICE FUEL OPERATOR (SASO)

15.1. Definition

- 15.1.1. A Self-Service Fuel Operator is a Commercial Aeronautical Operator that provides self-service aviation gasoline fueling facilities at the Airport.
- 15.1.2. In addition to the General Requirements set forth in Section 4, each Self-Service Fuel Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 15.

15.2. Leased Premises

- 15.2.1. A Self-Service Fuel Operator shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate the Operator's authorized Commercial Aeronautical Activities, but not less than 4,000 sq. ft.

15.3. Hours of Activity

- 15.3.1. Operator shall be open and self-service facilities shall be available twenty-four (24) hours per day, seven (7) days per week. After hours, on-call response time shall not exceed two hours.

15.4. Fuel Flowage Fee

- 15.4.1.1. A Self-Service Fuel Operator shall provide a report in writing to the Airport Manager no later than the 10th day of each month identifying by number of gallons (1) the amount of fuel delivered to the Operator's facility in the previous month; and (2) the amount of fuel delivered to customer's aircraft and/or dispensed from the Operator's facilities in the previous month.
- 15.4.1.2. A Self-Service Fuel Operator shall pay a fuel flowage fee for each gallon in the previous month based upon net inventory delivered.
- 15.4.1.3. A Self-Service Fuel Operator's records and meters shall be available by audit at any time by the Airport manager.

15.5. Fuel Storage

- 15.5.1. A Self-Service Fuel Operator shall construct, install, and/or maintain an on-Airport integrated self-service dispensing/fuel storage facility with a storage capacity of at least 8,000 gallons in a location consistent with the Airport Master Plan and approved by the Airport Manager.
 - 15.5.1.1. Section 15.5.1 shall not require a Self-Service Fuel Operator to construct, install, and/or maintain such a facility if the City elects to

SELF-SERVICE FUEL OPERATOR (SASO)

construct and maintain a fuel storage facility and make it available to a Self-Service Fuel Operator.

- 15.5.2. A Self-Service Fuel Operator's facilities must comply with all applicable regulatory measures, including but not limited to the National Fire Protection Association (NFPA) Code 30-A and subsequent revisions thereto.
- 15.5.3. A Self-Service Fuel Operator must maintain adequate inventory of avgas at all times to service the Self-Service Fuel Operators' customers.
- 15.5.4. A Self-Service Fuel Operator shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport.
- 15.5.5. A Self-Service Fuel Operator shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.
- 15.5.6. A Self-Service Fuel Operator shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets regulatory measures for above-ground fuel storage facilities. A copy of the SPCC Plan must be filed with the Airport Manager at least thirty (30) days prior to commencing operations, and must be updated at least once every five years or earlier if required by law. And updated copy of the SPCC must be filed with the Airport Manager no later than thirty (30) days prior to its effective date.
- 15.5.7. A Self-Service Fuel Operator shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
- 15.5.8. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of the Self-Service Fuel Operator.
- 15.5.9. A Self-Service Fuel Operator shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing at any time by the Airport Manager.
- 15.6. Fueling Equipment
- 15.6.1. Self-service Fueling Facilities shall:
 - 15.6.1.1. Be equipped with a point-of-sale device that accepts most major credit cards;

SELF-SERVICE FUEL OPERATOR (SASO)

- 15.6.1.2. Have adequate area and security lighting;
- 15.6.1.3. Be equipped with reel-type bonding cable with mil-spec clamp;
- 15.6.1.4. Include adequate, code-compliant sump waste or recirculation tank;
- 15.6.1.5. Have posted signage communicating the location and procedures for the emergency shut-off valve and emergency contact numbers.
- 15.6.2. Operator shall have the following equipment:
 - 15.6.2.1. Spill kits (as outlined in Rules and Regulations);
 - 15.6.2.2. Adequate wheel chocks for aircraft parking on apron areas; and
 - 15.6.2.3. Pursuant to NFPA 10, an adequate number of appropriate type and sized hand-portable fire extinguisher units within all apron areas, fuel storage facilities, and refueling equipment, including without restriction fire extinguisher units that are located within 20 feet of the self-service fueling facility and sheltered from ice and snow. All fire extinguisher units are subject to monthly and annual inspection by the Airport Manager.
- 15.6.3. All self-fueling facilities shall be maintained to comply with all applicable safety and fire prevention requirements or standards including, without limitation, those prescribed by:
 - 15.6.3.1. The Fire Code adopted by the State of Utah;
 - 15.6.3.2. National Fire Protection Association (NFPA) Codes;
 - 15.6.3.3. Utah Department of Health and Environment Oil Inspection Regulatory Section;
 - 15.6.3.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
 - 15.6.3.5. Applicable FAA Advisory Circulars including without limitation AC 00-34A, *Aircraft Ground Handling and Servicing*, and AC 150/5210-5D, *Painting, Marking and Lighting of Vehicles Used on an Airport*, as they may be amended or revised by the FAA from time to time.
- 15.7. Insurance
 - 15.7.1. Developer shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

16 OTHER SASOs

- 16.1. If a specific Commercial Aeronautical Activity is not covered by these Minimum Standards, an entity desiring to provide such Activity should consult with the Airport Manager to negotiate the terms of Airport access.
- 16.2. In reviewing any such proposal, the Airport Manager will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Commercial Aeronautical Activity with then-existing Airport operations and activities. The Airport Manager will to the greatest extent possible require such an entity to comply with these Minimum Standards, including Section 4 hereof. The Airport Manager may request review by the FAA to consider, for example and without limitation, whether the proposed Activity may be conducted safely at the Airport.
- 16.3. The City Council may decide in its sole discretion to amend the Minimum Standards prior to executing an Agreement authorizing the proposed Activity to, for example and without limitation, create a new category of FBO or SASO with attendant requirements and standards

Exhibit C

Minimum Standards (2016)

Heber City Airport Minimum Standards

Adopted by the City Council - August 19, 2010

Amended — June 16, 2016



TABLE OF CONTENTS

1. INTRODUCTION	1
1.1. Purpose and Scope	1
1.2. Applicability	1
2. GENERAL REQUIREMENTS	3
2.1. Experience/Capability	3
2.2. Agreement/Approval	3
2.3. Payment of Rents, Fees, and Charges	3
2.4. Leased Premises	3
2.5. Facility Maintenance	3
2.6. Products, Services, and Facilities	4
2.7. Non-Discrimination	4
2.8. Licenses, Permits, Certifications, and Ratings	4
2.9. Personnel	4
2.10. Security	4
2.11. Insurance	4
2.12. Indemnification and Hold Harmless	5
2.13. Taxes	6
2.14. Multiple Activities	6
3. FIXED BASE OPERATOR	7
3.1. Definition	7
3.2. Scope of Activity	7
3.3. Leased Premises	7
3.4. Fuel Storage	8
3.5. Fueling Equipment	8
3.6. Equipment	9
3.7. Personnel	9
3.8. Hours of Activity	9
3.9. Aircraft Removal	10
3.10. Insurance	10
4. AIRCRAFT MAINTENANCE OPERATOR, AVIONICS, INSTRUMENTS, OR AIRCRAFT ASSESSORY OVERHAUL/REPAIR MAINTENANCE OVERHAUL OPERATORS (SASO)	11
4.1. Definition	11
4.2. Leased Premises (Sublessee or Multiple Activities)	11
4.3. Leased Premises (Lessee)	11
4.4. Licenses and Certification	12
4.5. Insurance	12
5. AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)	13
5.1. Definitions	13
5.2. Leased Premises (Sublessee or Multiple Activities)	13
5.3. Leased Premises (Lessee)	13
5.4. Licenses and Certifications	14
5.5. Personnel	14



TABLE OF CONTENTS

5.6. Equipment	14
5.7. Hours of Activity	14
5.8. Private Flying Clubs	14
5.9. Insurance	14
6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)	16
6.1. Definition	16
6.2. Leased Premises (Sublessee or Multiple Activities)	16
6.3. Leased Premises (Lessee)	16
6.4. Licenses and Certifications	17
6.5. Personnel	17
6.6. Equipment	17
6.7. Hours of Activity	17
6.8. Insurance	17
7. AIRCRAFT SALES OPERATOR (SASO)	18
7.1. Definition	18
7.2. Leased Premises (Sublessee or Multiple Activities)	18
7.3. Leased Premises (Lessee)	18
7.4. Licenses and Certifications	19
7.5. Personnel	19
7.6. Equipment	19
7.7. Hours of Activity	19
7.8. Insurance	19
8. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)	20
8.1. Definition	20
8.2. Leased Premises (Sublessee or Multiple Activities)	20
8.3. Leased Premises (Lessee)	20
8.4. Licenses and Certifications	21
8.5. Personnel	21
8.6. Hours of Activity	21
8.7. Insurance	21
9. COMMERCIAL HOT AIR BALLOON OPERATOR	22
9.1. Definition	22
9.2. Non-Leased Premises	22
9.3. Licenses and Certifications	22
9.4. Personnel	22
9.5. Hours of Activity	22
9.6. Radio Contact	22
9.7. Insurance	22
10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)	23
10.1. Introduction	23
10.2. Scope of Activity	23
10.3. Permit	23
10.4. Licenses and Certifications	23
10.5. Insurance	23



TABLE OF CONTENTS

11. COMMERCIAL HANGAR DEVELOPER (SASO)	24
11.1. <i>Definition</i>	24
11.2. <i>Scope of Activity</i>	24
11.3. <i>Leased Premises</i>	24
11.4. <i>Insurance</i>	24
12. COMMERCIAL HANGAR OPERATOR (SASO)	25
12.1. <i>Definition</i>	25
12.2. <i>Scope of Activity</i>	25
12.3. <i>Leased Premises</i>	25
12.4. <i>Insurance</i>	25
13. NON-COMMERCIAL HANGAR DEVELOPER/OPERATOR	26
13.1. <i>Definition</i>	26
13.2. <i>Scope of Activity</i>	26
13.3. <i>Leased Premises</i>	26
13.4. <i>Insurance</i>	26
14. NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE	27
14.1. <i>Introduction</i>	27
14.2. <i>Agreement/Approval</i>	27
14.3. <i>Reporting</i>	27
14.4. <i>Fuel Storage</i>	27
14.5. <i>Fueling Equipment</i>	28
14.6. <i>Fuel Flowage Fee</i>	28
14.7. <i>Limitations</i>	28
14.8. <i>Insurance</i>	28
15. COMMERCIAL ACTIVITY PERMIT	29
15.1. <i>Application</i>	29
15.2. <i>Approval</i>	29
15.3. <i>Permit</i>	29
15.4. <i>Existing Operator with an Existing Agreement</i>	29
15.5. <i>Non-Commercial Operators</i>	29
16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)	30



1. INTRODUCTION

1.1. Purpose and Scope

- 1.1.1. The purpose of these Minimum Standards is to (1) encourage the provision of high quality products, services, and facilities to Airport users, (2) encourage the development of quality improvements at the Airport; (3) promote safety, (4) promote the economic health of Airport businesses, (5) promote the orderly development of Airport property, and (6) promote a strong Airport community.
- 1.1.2. These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more aeronautical activities at the Airport.
 - 1.1.2.1. *The Airport, with proper notification, shall have the right to make appropriate inspections to determine compliance with these Minimum Standards.*
- 1.1.3. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City Council in its sole discretion. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to occupy or use land or improvements at the Airport or engage in aeronautical activities at the Airport under conditions that do not, in the City Council's sole discretion, meet these Minimum Standards. All Operators desiring an FBO Agreement or SASO Agreement with Heber City are required to locate their businesses on the Airport premises.
- 1.1.4. Aeronautical activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such activities and incorporated into the agreement.
- 1.1.5. Specialized Aviation Service Operators (SASO) are encouraged to be subtenants of Fixed Base Operators (FBO); however, if suitable land or improvements are not available or cannot be secured from an FBO, SASOs may sublease improvements from another SASO, lease land from the Airport and may request in writing to the City Council to construct improvements on such land in the areas designated by the City Council, or lease improvements from the Airport.
- 1.1.6. The adoption date of these Minimum Standards is August 19, 2010.

1.2. Applicability

- 1.2.1. These Minimum Standards shall apply to any new agreement or any extension of the term of an existing agreement relating to the occupancy or use of Airport land or improvements for aeronautical activities. If an entity desires, under the terms of an existing agreement, to materially change its aeronautical activities, the City shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.
- 1.2.2. These Minimum Standards do not affect any agreement or amendment to such agreement properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such agreement, in which case these Minimum Standards shall apply to the extent permitted by such agreement.
 - 1.2.2.1. *Operators with an agreement with the City executed before the adoption date and completed improvements before the adoption date shall not be deemed out of compliance with these Minimum Standards as they apply to the Operator's current activity for failure to meet leased premises as set forth in Section 2 and within the leased premises subparagraph of each activity.*



INTRODUCTION

- 1.2.3. These Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an agreement that requires an entity to exceed the Minimum Standards.
- 1.2.4. Operators currently providing activities without an agreement or permit with the City will have 12 months to become compliant with these Minimum Standards.



2. GENERAL REQUIREMENTS

All Operators engaging in aeronautical activities at the Airport shall comply with the requirements of this section as well as the minimum standards applicable to the specific activities set forth in subsequent sections.

2.1. **Experience/Capability**

- 2.1.1. Operator shall, in the sole judgment of the City Council, demonstrate the capability of providing high quality products, services, and facilities and engaging in activities in a professional manner.
- 2.1.2. Operator shall, in the sole judgment of the City Council, demonstrate the financial responsibility and capability to develop and maintain improvements; procure and maintain required vehicles, equipment, and/or aircraft; employ personnel, and engage in the activity.

2.2. **Agreement/Approval**

- 2.2.1. No entity shall engage in an activity unless the entity has an agreement with the City authorizing such activity or the entity has received approval from the City Council to sublease land or improvements from an authorized Operator and conduct the activity at the Airport.
- 2.2.2. An agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.
- 2.2.3. Operator shall comply with all the provisions of the agreement between Operator and the City.

2.3. **Payment of Rents, Fees, and Charges**

- 2.3.1. Operator shall pay the rents, fees, or other charges specified by the City for leasing or using land or improvements or engaging in activities.
 - 2.3.1.1. *Fee schedule is available at the Airport Manager's office or City Offices.*
- 2.3.2. No Operator shall be permitted to engage in activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to the Heber City under any and all agreements Operator has with the City.
- 2.3.3. Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to the City shall be grounds for revocation of the agreement or approval authorizing the occupancy or use of land or improvements or the conduct of activities at the Airport.

2.4. **Leased Premises**

- 2.4.1. Operator shall lease or sublease sufficient land and lease, sublease, or construct sufficient improvements for the activity as stated in these Minimum Standards.
 - 2.4.1.1. *Leased premises that are used for commercial purposes and require public access shall have direct public streetside access.*
- 2.4.2. Operators providing rotary wing aircraft parking must follow AC150/5390-2B in the design of the apron to be utilized for rotary wing aircraft parking.

2.5. **Facility Maintenance**

- 2.5.1. Operator shall maintain the leased premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a neat, safe, and orderly condition.
- 2.5.2. Operator shall provide all necessary cleaning services for its leased premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the improvements in good condition, normal wear and tear excepted.
- 2.5.3. Operator shall replace in like kind any property damaged by its employees, patrons, subtenants, contractors, et al, or Operator's activities.



GENERAL REQUIREMENTS

2.6. Products, Services, and Facilities

- 2.6.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.
- 2.6.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product or service, provided that, Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.6.3. Operator shall conduct its activities on and from the leased premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in related activities from similar leaseholds in like markets.

2.7. Non-Discrimination

- 2.7.1. Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, disability, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable regulatory measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

2.8 Licenses, Permits, Certifications, and Ratings

- 2.8.1. Operator and Operator's personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's activities at the Airport as required by the Airport Advisory Board or any other duly authorized agency prior to engaging in any activity at the Airport. Operator shall provide copies of such licenses, permits, certifications, or ratings to the City.

2.9. Personnel

- 2.9.1. Operator shall have in its employ, on duty, and on premises during operating hours, trained and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe and efficient manner.
- 2.9.2. Operator shall provide a person to supervise activities and such person shall be authorized to represent and act for and on behalf of Operator during all hours of activities. When such person is not on the leased premises, such individual shall be immediately available by telephone or pager.

2.10 Security

- 2.10.1. Operator shall designate a responsible person for the coordination of all security communications and procedures.
- 2.10.2. Operator shall develop and maintain a security plan.

2.11. Insurance

- 2.11.1. Operator shall procure and maintain, during the term of an agreement, insurance policies required by law and the types and minimum limits set forth in Attachment A of these Minimum Standards for each activity. The insurance company or companies underwriting the required policies shall be licensed or authorized to write such insurance in the State of Utah.
 - 2.11.1.1. *When coverages or limits set forth in these Minimum Standards are not commercially available, appropriate replacement coverages or limits must be approved by the City.*
- 2.11.2. When Operator engages in more than one (1) activity, the minimum limits shall vary depending upon the nature of each activity and/or combination of activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to



GENERAL REQUIREMENTS

- carry insurance policies for the combined total of the minimum requirements of each activity. However, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum.
- 2.11.3. All insurance, which Operator is required by the City to carry and keep in force, shall name Heber City, the Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 2.11.4. Liability policies shall contain, or be endorsed to contain, the following provisions:
- 2.11.4.1. *"Heber City, the Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of Operator, products and services of Operator, premises owned, leased, occupied, or used by Operator, or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by Heber City, the Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be in excess of Operator's and shall not contribute with it."*
- 2.11.4.2. *"Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Heber City, the Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."*
- 2.11.4.3. *"Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Heber City."*
- 2.11.5. Certificates of Insurance for the insurance required by law and set forth by these Minimum Standards for each activity shall be delivered to the Airport Manager upon execution of any agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the Airport Manager throughout the term of the agreement or shall be made available at Airport Manager's request.
- 2.11.6. The limits stipulated herein for each activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in activities at the Airport. Operators are encouraged to secure higher policy limits.
- 2.11.7. Any self-insured Operator shall furnish evidence of such self-insurance and shall hold Heber City, Heber City Airport, and the Heber City Council harmless in the event of any claims or litigation arising out of its activities at the Airport. Such evidence shall be reviewed and approved in writing by the City.
- 2.11.8. Operator shall, at its sole expense, cause all facilities and improvements on the leased premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Airport Advisory Board.

2.12. Indemnification and Hold Harmless



GENERAL REQUIREMENTS

- 2.12.1. Operator shall defend, indemnify, save, protect, and hold harmless Heber City, Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by Heber City, Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Utah principles of comparative fault.
 - 2.12.2. The Operator shall indemnify and hold harmless the Heber City, Heber City Airport, and the Heber City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, vehicles, equipment, or aircraft.
 - 2.12.3. Nothing herein shall constitute a waiver of any protection available to the City, its representatives, officers, officials, employees, agents, and volunteers under the Utah governmental immunity act or similar statutory provision.
- 2.13. Taxes**
- 2.13.1. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized agency.
- 2.14. Multiple Activities**
- 2.14.1. When more than one (1) activity is conducted, the minimum requirements shall vary depending upon the nature of each activity and/or combination of activities, but shall not necessarily be cumulative.



3. FIXED BASE OPERATOR

3.1. Definition

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including aviation fuels and lubricants; ground services and support; tiedown, hangar, and parking; aircraft maintenance, and aircraft rental/flight training.

In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Section 3.

3.2. Scope of Activity

- 3.2.1. Unless otherwise stated in these Minimum Standards, FBO's employees using FBO's vehicles and equipment must provide all required products and services.
- 3.2.2. FBO's products and services shall include the following:
 - 3.2.2.1. *Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):*
 - 3.2.2.1.1. FBO shall be capable of delivering and dispensing Jet Fuel, Avgas, and Aircraft lubricants into all general aviation aircraft normally frequenting the Airport.
 - 3.2.2.1.2. FBO shall normally be capable of providing a response time not to exceed 15 minutes during required hours of activity (excepting situations beyond the control of the FBO).
 - 3.2.2.2. *Ground Services and Support*
 - 3.2.2.2.1. Aircraft marshalling and towing
 - 3.2.2.2.2. Oxygen, nitrogen, and compressed air services
 - 3.2.2.2.3. Lavatory services
 - 3.2.2.2.4. Ground power
 - 3.2.2.2.5. Aircraft cleaning services
 - 3.2.2.2.6. Ground transportation arrangements (limousine, shuttle, and rental car)
 - 3.2.2.2.7. Aircraft catering
 - 3.2.2.3. *Aircraft Maintenance*
 - 3.2.2.3.1. FBO shall be able to provide and assist with routine (minor) aircraft line maintenance on the airframe, powerplants, and associated systems of general aviation aircraft up to 30,000 pounds Maximum Takeoff Weight (MTOW).
 - 3.2.2.3.2. FBO can meet these Minimum Standards for the provision of aircraft maintenance by and through an authorized Sublessee who meets the minimum standards for Aircraft Maintenance Operator, Avionics, Instruments, or Aircraft Assesory Overhaul/Repair Maintenance Overhaul Operator (SASO) and operates from the FBO's leased premises.
 - 3.2.2.4. *Aircraft Rental/Flight Training*
 - 3.2.2.4.1. FBO shall provide aircraft rental and flight instruction.
 - 3.2.2.4.2. FBO can meet these Minimum Standards for the provision of aircraft rental and flight instruction by and through an Operator permitted by the City who meets the minimum standards for aircraft rental, flying club, and/or flight training operator.

3.3. Leased Premises

- 3.3.1. FBO shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of FBO and all approved Sublessees, but not less than the following:
 - 3.3.1.1. *Contiguous Land – eight (8) acres (348,480 square feet), upon which all required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located.*
 - 3.3.1.2. *Apron - 3.5 acres with sufficient weight bearing capacity.*
 - 3.3.1.3. *Paved Tiedown - adequate to accommodate the number, type, and size of based and transient aircraft requiring tiedown space at the Operator's leased premises, but not less than 30 paved tiedown spaces.*
 - 3.3.1.4. *Facilities - 23,000 square feet (total) consisting of the following:*
 - 3.3.1.4.1. Terminal space - 6,000 square feet
 - Customer area shall be at least 3,000 dedicated square feet to include



adequate space for crew and passenger lounge(s), flight planning room, conference room, and restrooms.

Administrative area shall be at least 1,500 dedicated square feet to include adequate space for employee offices, work areas, and storage.

3.3.1.4.2. Maintenance area - 2,000 square feet

Maintenance area shall include adequate space for employee offices, work areas, and storage.

3.3.1.4.3. Hangar space - 15,000 square feet

3.3.1.5. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards*

3.4. Fuel Storage

3.4.1. FBO shall construct or install and maintain an on-Airport aboveground fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the City Council. All bulk fuel storage facilities shall be located in one or more designated central fuel storage facilities identified by the City.

3.4.1.1. *FBOs may construct or install and maintain a public commercial Avgas self-fueling storage facility with a maximum capacity of 10,000 gallons in a location specified by the City.*

3.4.2. Fuel storage facility must have adequate capacity of Avgas and Jet Fuel at all times to service FBO customers. In no event shall the total storage capacity be less than:

3.4.2.1. *10,000 gallons for Jet Fuel storage*

3.4.2.2. *10,000 gallons for Avgas storage*

3.4.3. FBO shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport.

3.4.4. FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.

3.4.5. FBO shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets regulatory measures for aboveground fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least 30 days prior to commencing operations.

3.4.6. FBO shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.

3.4.7. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of FBO.

3.4.8. FBO shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing at anytime by the Airport Manager.

3.5. Fueling Equipment

3.5.1. FBO shall have one (1) operating and fully functional Jet Fuel refueling vehicle with a capacity of at least 5,000 gallons.

3.5.2. FBO shall have one (1) operating and fully functional Avgas refueling vehicle having a capacity of at least 750 gallons.

3.5.3. Aircraft refueling vehicles shall be equipped with metering devices that meet all applicable regulatory measures. One (1) refueling vehicle dispensing Jet Fuel shall have over-the-wing and single point aircraft servicing capability. All refueling vehicles shall be bottom loaded.

3.5.4. Each refueling vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:

3.5.4.1. *The Fire Code adopted by the State of Utah;*



FIXED BASE OPERATOR

- 3.5.4.2. *National Fire Protection Association (NFPA) Codes;*
- 3.5.4.3. *Utah Department of Health and Environment Oil Inspection Regulatory Section;*
- 3.5.4.4. *14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"*
- 3.5.4.5. *Applicable FAA Advisory Circulars (AC) including AC 00-34 'Aircraft Ground Handling and Servicing' and AC 150/5210-5 "Painting, Marking and Lighting of vehicles Used On An Airport".*

3.6. **Equipment**

- 3.6.1. FBO shall have the following equipment:
 - 3.6.1.1. *Adequate equipment for recharging or energizing discharged aircraft batteries*
 - 3.6.1.2. *One (1) aircraft tug (and tow bars) having a rated draw bar capacity sufficient to meet the towing requirement of the general aviation aircraft normally frequenting the Airport*
 - 3.6.1.3. *Spill kits (as outlined in Rules and Regulations)*
 - 3.6.1.4. *Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles*
 - 3.6.1.5. *All equipment reasonably necessary for the proper performance of aircraft maintenance in accordance with applicable FAA regulations and manufacturers' specifications*

3.7. **Personnel**

- 3.7.1. FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures for fuel fires and spills. FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling vehicles. FBO's SOP shall be submitted to the Airport Advisory Board no later than 30 days before the FBO commences activities at the Airport. The City shall conduct periodic inspections to ensure compliance.
- 3.7.2. FBO shall have two (2) properly trained and qualified employees, on each shift, providing aircraft fueling, parking, and ground services support.
- 3.7.3. FBO shall have one (1) properly trained and qualified employee, on each shift (except from the hours of 5:00 PM to 8:00 AM), to provide customer service and support.
- 3.7.4. If aircraft maintenance is provided by the FBO instead of a subtenant:
 - 3.7.4.1. *One (1) FAA licensed Airframe and Powerplant mechanic employed by FBO and properly trained and qualified to perform aircraft maintenance on aircraft frequenting the Airport for at least eight (8) hours during FBO's hours of activity, five (5) days a week.*

3.8. **Hours of Activity**

- 3.8.1. Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable demands of the public for this activity seven (7) days a week (including holidays) 9 hours a day.
- 3.8.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this activity five (5) days a week, eight (8) hours a day. aircraft maintenance shall be available after hours, on-call, with response time not to exceed 60 minutes.

3.9. **Aircraft Removal**



FIXED BASE OPERATOR

- 3.9.1. Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request in order to maintain the operational readiness of the Airport. The FBO shall prepare an aircraft removal plan and have the equipment readily available that is necessary to remove the general aviation aircraft normally frequenting the Airport.

3.10. Insurance

- 3.10.1. FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.



AIRCRAFT MAINTENANCE OPERATOR (SASO)

4. AIRCRAFT MAINTENANCE OPERATOR, AVIONICS, INSTRUMENTS, OR AIRCRAFT ASSESSORY OVERHAUL/REPAIR MAINTENANCE OVERHAUL OPERATORS (SASO)

4.1. Definition

- 4.1.1. An Aircraft Maintenance Operator, Avionics, Instruments, or Aircraft Assessory Overhaul/Repair Maintenance Overhaul Operator (SASO) is a Commercial Operator engaged in providing aircraft maintenance for aircraft other than those owned or operated by the Operator, which includes the sale of aircraft parts and accessories.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator, Avionics, Instruments, or Aircraft Assessory Overhaul/Repair Maintenance Overhaul Operator (SASO) at the Airport shall comply with the following minimum standards set forth in this Section 4. An FBO shall comply with the minimum standards set forth in Section 3, Fixed Base Operator.

4.2. Leased Premises (Sublessee or Multiple Activities)

- 4.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than 5600 square feet and shall have appropriate restrooms, parking and customer access.
 - 4.2.1.1. *Apron shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft.*
 - 4.2.1.2. *Facilities shall include customer, administrative, maintenance, and hangar areas.*
 - 4.2.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), and restrooms.
 - 4.2.1.2.2. Administrative area shall be dedicated to the provision of aircraft maintenance and shall include adequate space for employee offices, work areas, and storage.
 - 4.2.1.2.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.
 - 4.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

4.3. Leased Premises (Lessee)

- 4.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessees, but not less 5600 square feet and shall have appropriate restrooms, parking and customer access. 5600 square feet and shall have appropriate restrooms, parking and customer access.
 - 4.3.1.1. *All required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land.*
 - 4.3.1.2. *Apron area shall be equal to the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of customer aircraft, whichever is greater.*
 - 4.3.1.3. *Facilities shall include customer, administrative, maintenance, and hangar areas.*
 - 4.3.1.3.1. Customer area shall include adequate space for customer lounge(s), and restrooms.
 - 4.3.1.3.2. Administrative area shall include adequate space for employee offices, work areas, and storage.
 - 4.3.1.3.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.



AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.3.1.4. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards*

4.4. Licenses and Certification

4.4.1. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed and be in compliance with all FAA regulations pertaining to aircraft maintenance.

4.5. Insurance

4.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.



AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

5. AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

5.1. Definitions

- 5.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of aircraft to the general public. It shall not include an aircraft owner who loans his or her aircraft for reimbursement on a nonprofit basis.
- 5.1.2. A Flying Club Operator is Commercial Operator engaged in owning aircraft and making such aircraft available for use by its members where membership is available to the general public.
- 5.1.3. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.
- 5.1.4. A Private Flying Club is an entity that is legally formed as a non-profit entity with the state of Utah, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).
- 5.1.5. In addition to the General Requirements set forth in Section 2, each Aircraft Rental, Flying Club, or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section5.
- 5.1.6. Curbside Accessible in all public areas on the Airport not requiring access through an access gate

5.2. Leased Premises (Sublessee or Multiple Activities)

- 5.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than the following:
 - 5.2.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport. Some of the spaces may be leased from the FBO or the City.*
 - 5.2.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved tiedowns are not required.
 - 5.2.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*
 - 5.2.1.2.1. Customer area shall include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge(s), and restrooms.
 - 5.2.1.2.2. Administrative area shall include adequate space for employee offices, work areas, and storage.
 - 5.2.1.2.3. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
 - 5.2.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.
 - 5.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

5.3. Leased Premises (Lessee)

- 5.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 5.3.1.1. *The City Council on a case-by-case basis will determine what minimum parcel size will be required of a business. Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport*
 - 5.3.1.1.1. If Operator constructs or has a hangar, apron shall be equal to the hangar



AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

square footage or an amount adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's aircraft, whichever is greater.

- 5.3.1.1.2. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved tiedowns are not required.

5.3.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*

- 5.3.1.2.1. Customer area shall include adequate space for customer lounge(s), class/training rooms, and restrooms.

- 5.3.1.2.2. Administrative area shall include adequate space for employee offices, work areas, and storage.

- 5.3.1.2.3. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.

- 5.3.1.2.4. Hangar area, if required, shall be at least 2,500 square feet or large enough to accommodate the largest aircraft in Operator's fleet at the Airport at the Airport maintained by Operator, whichever is greater.

5.3.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

5.4. **Licenses and Certifications**

- 5.4.1. Personnel performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings for the aircraft being utilized and/or flight training being provided.

5.5. **Personnel**

- 5.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft rental and/or flight training in a prompt and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

5.5.1.1. *Aircraft Rental Operators and Flying Club Operators shall employ one (1) flight instructor and one (1) customer service representative on each shift.*

5.5.1.2. *Flight Training Operators shall employ one (1) flight instructor (total) and one (1) customer service representative (on each shift).*

5.6. **Equipment**

- 5.6.1. Flight Training Operators shall provide all materials, supplies, and training methods and shall meet FAA requirements for the training offered.

5.7. **Hours of Activity**

- 5.7.1. An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity five (5) days a week, eight (8) hours a day. The hours may be adjusted to reflect seasonal operations.

5.8. **Private Flying Clubs**

- 5.8.1. Private Flying Clubs shall not be required to meet the minimum standards stipulated for a Flying Club so long as the Private Flying Club's membership is not available to the general public.

- 5.8.2. No member of a Private Flying Club shall receive compensation for services provided for such Private Flying Club or its members unless such member is an authorized Operator at the Airport.

- 5.8.3. No entity shall use Private Flying Club Aircraft in exchange for compensation.

- 5.8.4. Each Private Flying Club member must have an ownership interest in Private Flying Club. Membership (owners) may not exceed 45 individuals.

5.9. **Insurance**

- 5.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.



AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

- 5.9.2. Disclosure Requirement: Any Operator conducting aircraft rental, sales, or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Manager.



AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

6.1. Definition

- 6.1.1. A person providing air transportation to the public for hire, either on a charter basis or as an air taxi operator as defined in the Federal Aviation Act of 1958.
- 6.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator at the Airport shall comply with the following minimum standards set forth in this Section 6.

6.2. Leased Premises (Sublessee or Multiple Activities)

- 6.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than the following:
 - 6.2.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport.*
 - 6.2.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.
 - 6.2.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*
 - 6.2.1.2.1. Customer and Administrative areas shall be at least 650 square feet and shall include adequate space for employee offices, work areas, and storage.: Operator's customers shall have immediate access to customer lounge(s), and restrooms.
 - 6.2.1.2.2. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
 - 6.2.1.2.3. Hangar area, if required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.
 - 6.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

6.3. Leased Premises (Lessee)

- 6.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 6.3.1.1. *The City Council on a case-by-case basis will determine what minimum parcel size will be required of a business.*
 - 6.3.1.2. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport.*
 - 6.3.1.2.1. If Operator constructs or has a hangar, apron shall be equal to the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's aircraft, whichever is greater.
 - 6.3.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.
 - 6.3.1.3. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*
 - 6.3.1.3.1. Customer and Administrative areas shall include adequate space for customer lounge(s), and restrooms and shall include adequate space for employee offices, work areas, and storage.
 - 6.3.1.3.2. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
 - 6.3.1.3.3. Hangar area, if required, shall be at least 2,500 square feet or large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 6.3.1.4. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

6.4. Licenses and Certifications



AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

6.4.1. Aircraft Charter Operators shall have and provide copies to the Airport Manager, of all appropriate certifications and approvals, and FAA Operating Certificates.

6.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the aircraft utilized for activity.

6.5. Personnel

6.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

6.6. Equipment

6.6.1. Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, one (1) certified and airworthy Aircraft.

6.7. Hours of Activity

6.7.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity.

6.8. Insurance

6.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.



AIRCRAFT SALES OPERATOR (SASO)

7. AIRCRAFT SALES OPERATOR (SASO)

7.1. Definition

- 7.1.1. Aircraft Sales Operator: A person engaged in the sale of new and or used aircraft or who acts as an aircraft broker. .
- 7.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 7.

7.2. Leased Premises (Sublessee or Multiple Activities)

- 7.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than the following:
 - 7.2.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport.*
 - 7.2.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.
 - 7.2.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator and/or in Operator's inventory. If Operator provides aircraft maintenance on other aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.*
 - 7.2.1.2.1. Customer and Administrative area shall be at least 250 square feet and include adequate space for employee offices, work areas, and storage. Operator's customers shall have immediate access to customer lounge(s), and restrooms.
 - 7.2.1.2.2. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
 - 7.2.1.2.3. Hangar area, if required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.
 - 7.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

7.3. Leased Premises (Lessee)

- 7.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 7.3.1.1. *Apron/paved tiedowns shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport (inventory).*
 - 7.3.1.1.1. If Operator constructs or has a hangar, apron shall be equal to the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's fleet at the Airport (inventory), whichever is greater.
 - 7.3.1.1.2. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport (inventory), no paved tiedowns will be required.
 - 7.3.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator and/or in Operator's inventory. If Operator provides aircraft maintenance on other aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.*
 - 7.3.1.2.1. Customer area shall be at least 400 square feet and shall include adequate space for customer lounge(s), and restrooms.
 - 7.3.1.2.2. Administrative area shall be at least 250 square feet and shall include adequate space for employee offices, work areas, and storage.
 - 7.3.1.2.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
 - 7.3.1.2.4. Hangar area, if required, shall be at least 2,500 square feet or large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.



AIRCRAFT SALES OPERATOR (SASO)

7.3.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

7.4. Licenses and Certifications

7.4.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for providing flight demonstration in all aircraft offered for sale.

7.5. Personnel

7.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out the activity in a prompt and efficient manner to meet the reasonable demand of the public seeking such services.

7.5.1.1. *Operator shall employ one (1) current private pilot.*

7.6. Equipment

7.6.1. Operator shall provide necessary and satisfactory arrangements for aircraft maintenance in accordance with any sales guarantee or warranty period.

7.7. Hours of Activity

7.7.1. Operator shall be open and service shall be available to meet the reasonable demands of the public.

7.8. Insurance

7.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.



SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

8. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

8.1. Definition

8.1.1. A Specialized Service Operator A person who provides aircraft accessory services, flight training, commercial flying services, aircraft sales, aircraft airframe and engine repair, aircraft manufacturing, aircraft rental or charter, or any other commercial aeronautical activities or services, glider rides and glider towing, sight seeing flights; crop dusting; seeding and spraying; banner towing and aerial advertising; and aerial photography or survey; fire fighting power line or pipe line patrol and wild life spotting or any other operations specifically excluded from FAR Part 135, except fuel sales

8.1.1.1. **Limited Aircraft Services and Support** - are defined as limited aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, propeller, etc.) or other miscellaneous activities directly related to aircraft services and support.

8.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as operations such as but not limited to ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous activities directly related to supporting or providing support services for a commercial activity.

8.1.2. In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

8.2. Leased Premises (Sublessee or Multiple Activities)

8.2.1. An Operator engaging in this activity as well as other activities or an authorized Sublessee engaging in this activity shall have adequate apron, facilities, and vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but not less than the following:

8.2.1.1. *Apron/paved tie-downs shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport.*

8.2.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tie-downs will be required.

8.2.1.2. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator. If Operator provides aircraft maintenance on other aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.*

8.2.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), and restrooms.

8.2.1.2.2. Administrative area shall be sufficient to accommodate the administrative functions associated with the activity.

8.2.1.2.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.

8.2.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator.

8.2.1.3. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*

8.3. Leased Premises (Lessee)

8.3.1. An Operator other than an authorized Sublessee engaging in this activity shall have adequate land, apron, facilities, and vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), but not less than the following:

8.3.1.1. *All required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land.*

8.3.1.2. *Apron/paved tie-downs shall be adequate to accommodate the total number of aircraft in Operator's fleet at the Airport but not less than the space required.*



SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

- 8.3.1.2.1. If Operator has a hangar, apron shall be equal to the hangar square footage or adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's aircraft, whichever is greater.
 - 8.3.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tiedowns will be required.
 - 8.3.1.3. *Facilities shall include customer and administrative areas that are curbside accessible. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned and/or operated by Operator.*
 - 8.3.1.3.1. Customer and Administrative areas shall be at least 500 square feet and shall include adequate space for customer lounge(s), and restrooms and be sufficient to accommodate the administrative functions associated with the activity., whichever is greater, and shall include adequate space for employee offices, work areas and storage. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
 - 8.3.1.3.2. Hangar area, if required, shall be at least 2,500 square feet or large enough to accommodate the largest aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 8.3.1.4. *Vehicle Parking – Per Heber City Municipal Code, Chapter 18.72 Parking Standards.*
- 8.4. Licenses and Certifications**
 - 8.4.1. Operator shall have and provide to the Airport Manager evidence of all federal, state, and local licenses and certificates that are required to conduct the activity.
- 8.5. Personnel**
 - 8.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out its activity in a prompt and efficient manner to meet the reasonable demands of the public seeking such services.
 - 8.5.2.
- 8.6. Hours of Activity**
 - 8.6.1. Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.
- 8.7. Insurance**
 - 8.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements



COMMERCIAL HOT AIR BALLOON OPERATOR

9. COMMERCIAL HOT AIR BALLOON OPERATOR

9.1. **Definition**

9.1.1. A Commercial Hot Air Balloon Operator is a Commercial Operator engaged in providing Air Transportation Services for Hire.

9.1.1.1. **Air Transportation Services for Hire-** are defined as non-stop sightseeing flights (flights that begin at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey; or any other miscellaneous activities directly related to air transportation services for hire.

9.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Hot Air Balloon Operator at the Airport shall comply with the following minimum standards set forth in this Section.

9.2. **Non-Leased Premises**

9.2.1. An Operator engaging in this activity as well as employees, clients, and guests shall use designated areas established by the Airport Manager for conducting these operations while on the Airport.

9.3. **Licenses and Certifications**

9.3.1. Operator shall have and provide to the Airport Manager evidence of all federal, state, and local licenses and certificates that are required to conduct the activity.

9.4. **Personnel**

9.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out its activity in a prompt and efficient manner to meet the reasonable demands of the public seeking such services.

9.5. **Hours of Activity**

9.5.1. Operator is encouraged to conduct operations between 5:00 a.m. to 11: 00 a.m.

9.6. **Radio Contact**

9.6.1. Operator is encouraged to maintain contact with local radio frequency

9.7. **Insurance**

9.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.



TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

10.1. **Introduction**

- 10.1.1. The City recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their aircraft and or flight training of their pilots. When assistance is not available on the Airport through an existing Operator due to either the specialized nature of the maintenance and/or flight training requirements, the City may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.
- 10.1.2. In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

10.2. **Scope of Activity**

- 10.2.1. Operator shall conduct activity on and from the leased premises of the Aircraft Operator in a manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.

10.3. **Permit**

- 10.3.1. Aircraft Operator must submit request to the City Council on behalf of Operator.
- 10.3.2. Operator shall obtain a 30 day temporary permit (issued by the City) prior to engaging in activity on the Airport.
- 10.3.3. Operators requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify the Airport Manager prior to Operator engaging in activities on the Airport.
 - 10.3.3.1. *Aircraft Operator is responsible for assuring compliance of all Airport Rules and Regulations by the Temporary Specialized Aviation Service Operator while on the Airport.*

10.4. **Licenses and Certifications**

- 10.4.1. Operator shall have and provide to the City evidence of all federal, state, and local licenses and certificates that are required.

10.5. **Insurance**

- 10.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance Requirements.



COMMERCIAL HANGAR DEVELOPER (SASO)

11. COMMERCIAL HANGAR DEVELOPER (SASO)

11.1. Definition

- 11.1.1. A Commercial Hangar Developer is a Commercial Operator that develops and/or constructs hangar structure(s) for the purpose of selling hangar and associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.
- 11.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 10.

11.2. Scope of Activity

- 11.2.1. Developer shall use the leased premises for the purpose of: (1) selling hangar and associated office or shop space, (2) use by Operator (primarily for Developer's aircraft and/or equipment), (3) engaging in subleasing of hangar and associated office and shop space (as a Commercial Hangar Operator).

11.3. Leased Premises

- 11.3.1. Developer engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Developer.
 - 11.3.1.1. *All required improvements including, but not limited to, apron/paved tiedown, vehicle parking, roadway access, landscaping, and facilities shall be located on contiguous land.*
 - 11.3.1.2. *Apron/paved tiedown shall be adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of aircraft.*
 - 11.3.1.3. *The development of commercial hangar(s) shall be limited to the following types of hangar structures:*
 - 11.3.1.3.1. Hangar - a single structure of not less than 2,500 square feet, completely enclosed.
 - 11.3.1.3.2. Hangars - a single structure of not less than 5,000 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of private aircraft.

11.4. Insurance

- 11.4.1. Developer shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.



COMMERCIAL HANGAR DEVELOPER (SASO)

12. COMMERCIAL HANGAR OPERATOR (SASO)

12.1. Definition

- 12.1.1. A Commercial Hangar Operator is a Commercial Operator that owns or leases a hangar structure(s) for the purpose of subleasing hangar and associated office or shop space to entities engaging in commercial or non-commercial aeronautical activities.
- 12.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 11.

12.2. Scope of Activity

- 12.2.1. Operator shall use the leased premises for the purpose of: (1) Primarily for Operator's aircraft and/or equipment, (2) subleasing the hangar and associated office and shop space for approved commercial or non-commercial aeronautical activities.

12.3. Leased Premises

- 12.3.1. Operator engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Operator and all approved Sublessee(s).
 - 12.3.1.1. *All required improvements including, but not limited to, apron/paved tiedown, vehicle parking, roadway access, landscaping, and facilities shall be located on contiguous land.*
 - 12.3.1.2. *Apron/paved tiedown shall be adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of aircraft.*

12.4. Insurance

- 12.4.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.



NON-COMMERCIAL HANGAR DEVELOPER/OPERATOR

13. NON-COMMERCIAL HANGAR DEVELOPER/OPERATOR

13.1. Definition

- 13.1.1. A Non-Commercial Hangar Developer/Operator (Developer/Operator) is an entity that develops/constructs and owns one or more hangar structures for the purpose of storing aircraft used for non-commercial purposes.
- 13.1.2. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Developer/Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 12.

13.2. Scope of Activity

- 13.2.1. Developer/Operator shall use the leased premises for aircraft owned or leased and operated by (and under the full and exclusive control of) Developer/Operator for non-commercial purposes.
- 13.2.2. No commercial activity of any kind shall be permitted on or from the leased premises.
- 13.2.3. Developer/Operator shall not be permitted to sublease any land or improvements on the leased premises for any purpose.

13.3. Leased premises

- 13.3.1. A Developer/Operator engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Developer/Operator.
 - 13.3.1.1. *All required improvements including, but not limited to, apron/paved tiedown, vehicle parking, roadway access, landscaping, and facilities shall be located on contiguous land.*
 - 13.3.1.2. *Apron or paved tiedown - shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of Developer/Operator's aircraft.*
 - 13.3.1.3. *The development of non-commercial hangar(s) shall be limited to the following types of hangar structures:*
 - 13.3.1.3.1. Hangar - a single structure of not less than 2,500 square feet, completely enclosed.
 - 13.3.1.3.2. Hangars - a single structure of not less than 5,000 square feet, sub-divided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of private aircraft.

13.4. Insurance

- 13.4.1. Developer/Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance



NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

14. NON-COMMERCIAL PERMITTEE

14.1. Introduction

14.1.1. All entities desirous of self-service fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a non-commercial self-service fueling permit.

14.1.1.1. *Those entities that have agreements granting them the rights to perform commercial fueling are not required to apply for a non-commercial self-service fueling permit.*

14.1.2. This Section 13 sets forth the standards prerequisite to an entity desirous of engaging in non-commercial self-service fueling activities at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable regulatory measures pertaining to such activities.

14.1.3. In addition to the applicable General Requirements set forth in Section 2, each entity conducting non-commercial self-service fueling activities at the Airport shall comply with the following minimum standards.

14.2. Agreement/Approval

14.2.1. No entity shall engage in self-service fueling activities unless a valid non-commercial self-service fueling permit authorizing such activity has been obtained from the Airport Manager. Such entities shall herein be referred to as "Permittees".

14.2.2. The permit shall not reduce or limit Permittee's obligations with respect to these self-service fueling standards, which shall be included in the permit by reference.

14.2.3. Prior to issuance and subsequently upon request by the City Council, Permittee shall provide evidence of ownership (and/or lease) of any aircraft being operated (under the full control of) and fueled by Permittee. The City Council, in its sole discretion, will determine if a lease is commercially reasonable.

14.3. Reporting

14.3.1. Permittee shall report all fuel purchased during each quarter and submit a summary report along with appropriate fees and charges due the City on or before the 10th day of the subsequent month.

14.3.2. Permittee shall during the term of the permit and for 3 years thereafter maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the City or representatives of the City. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the City, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

14.4. Fuel Storage

14.4.1. Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

14.4.1.1. *through either an authorized FBO at the Airport or*

14.4.1.2. *in a centrally located fuel storage area recommended by the Airport Advisory Board and approved by the City Council and the State's Fire Marshal.*

14.4.1.2.1. Operators authorized by the City Council shall construct or install a self-service fuel storage facility in the centrally located fuel storage area.

14.4.2. Fuel may not be stored on the leased premises.

14.4.3. Fuel suppliers utilized by Operator must have a current and executed non-exclusive revocable fuel delivery permit on file with the City.

14.4.4. Permittee shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.

14.4.5. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of Permittee.



NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

14.5. Fueling Equipment

- 14.5.1. Permittee shall utilize a single refueling vehicle for each type of fuel to be dispensed with a minimum capacity of 750 gallons. Avgas refuelers shall have a maximum capacity of 1,200 gallons and Jet Fuel refuelers shall have a maximum capacity of 5,000 gallons. All refueling vehicles shall be capable of bottom loading.
- 14.5.2. Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
 - 14.5.2.1. *The Fire Code adopted by the State of Utah*
 - 14.5.2.2. *National Fire Protection Association (NFPA) Codes;*
 - 14.5.2.3. *Utah Department of Health and Environment Oil Inspection Regulatory Section;*
 - 14.5.2.4. *14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and*
 - 14.5.2.5. *Applicable FAA Advisory Circulars (AC) including AC 00-34 'Aircraft Ground Handling and Servicing' and AC 150/5210-5 'Painting, Marking and Lighting of Vehicles Used On An Airport'.*
- 14.5.3. Prior to transporting fuel onto the Airport, the Permittee shall provide the Airport Manager with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the City at least ten (10) business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous fuel spills. The plan should include equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from occurring.
- 14.5.4. In accordance with all applicable regulatory measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to the Airport Manager no later than ten (10) business days before the Permittee commences self-fueling at the Airport. The City shall conduct inspections on a periodic basis to ensure compliance.

14.6. Fuel Flowage Fee

- 14.6.1. Fees will be determined during negotiations.

14.7. Limitations

- 14.7.1. Permittees shall not sell and/or dispense fuels to based or transient aircraft that are not owned by or under the full control of Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the permit by the Airport Manager.
 - 14.7.1.1. *Revocation upon first violation will be for a period of one (1) year.*
 - 14.7.1.2. *Revocation upon a second violation shall be permanent.*
- 14.7.2. Prior to issuance and subsequently upon request by the Airport Manager, Permittee shall provide evidence of ownership (and or full control) of any aircraft being fueled.

14.8. Insurance

- 14.8.1. Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment A - Schedule of Minimum Insurance Requirements.



15. COMMERCIAL ACTIVITY PERMIT

15.1. Definition

15.1.1. COMMERCIAL AERONAUTICAL ACTIVITY: Any aeronautical activity or service conducted on the Airport as a revenue producing business or service activity engaged in for profit, including the activities of an FBO or specialized service operator upon the Airport, and the activities of a general aviation specialty services operator. The subletting of one's private hangar upon the Airport shall not be construed as a commercial aeronautical activity.

15.2. Application

15.2.1. Any entity desiring to engage in a commercial aeronautical activity at the Airport shall submit a written application to the Airport Manager for a commercial activity permit.

15.2.2. The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the City in order to properly evaluate the application and/or facilitate an analysis of the prospective operation.

15.3. Approval

15.3.1. Once the application is received by the Airport Manager and a recommendation has been made by the Airport Advisory Board, the application will be sent to the City Council for final review and approval/denial. No application will be deemed complete that does not provide the Airport Advisory Board and the City with the information necessary to allow the Airport Advisory Board and the City to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable regulatory measures (including all applicable Primary Guiding Documents) and be compatible with the Airport's Master Plan and/or land use plan (if any).

15.3.2. Applications reviewed by the Airport Advisory Board will be submitted to the City after no less than a 30-day review period. After the City approves the application a permit will be issued.

15.4. Permit

15.4.1. Commercial Aeronautical Activities

15.4.1.1. *The permit will be valid as long as the Operator meets the following requirements:*

15.4.1.1.1. The information submitted in the Application is current. The Operator shall notify the Airport Manager in writing within fifteen (15) days of any change to the information submitted in the Application.

15.4.1.1.2. The Operator is in compliance with all applicable regulatory measures including, but not limited to, these Primary Guiding Documents.

15.4.1.2. *The permit may not be assigned or transferred and shall be limited solely to the approved activity.*

15.4.2. Temporary or Special Use Permit

15.4.2.1. *The Airport Manager may issue a temporary or special use permit that allows an entity to engage in specific activities, in designated areas, and only for a specified period of time, not to exceed one year.*

15.4.2.2. *The permit will be valid only during the time period specified and only as long as the Operator complies with all applicable regulatory measures (including all applicable Primary Guiding Documents).*

15.4.2.3. *The permit may not be assigned or transferred and shall be limited solely to the approved activity, the designated area, and the specified time period.*

15.5. Existing Operator with an Existing Agreement

15.5.1. No Change in Scope of Activities

15.5.1.1. *An existing Operator with an existing agreement may engage in the activities permitted under the agreement without submitting an application for permit provided that the Operator is in compliance with all applicable regulatory measures including, but not limited to, these Primary Guiding Documents.*



COMMERCIAL ACTIVITY PERMIT

15.5.2. Change in Scope of Activities

15.5.2.1. *Prior to engaging in any activity not permitted under the agreement or changing or expanding the scope of the activities permitted under the agreement, the Operator shall submit an application and obtain a permit prior to engaging in the activity.*

15.6. Non-Commercial Operators

15.6.1. A permit is not required; however, the Operator shall comply with all applicable regulatory measures including, but not limited to, these Primary Guiding Documents.



ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

		Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental, Flying Club, or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Specialized Commercial Aeronautical Operator, including Commercial Hot Air Balloon Operators	Temporary Specialized Aviation Service Operator	Commercial Hangar Developer or Operator	Non-Commercial Hangar Developer/Operator	Non-Commercial Self-Service Fueling Permittee
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)												
	Each Occurrence	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
VEHICULAR LIABILITY (Combined Single Limit)												
	Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated) – if applicable												
SE Piston Group I	Each Aircraft		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000		
	Each Occurrence		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000		
ME Piston Group I	Each Aircraft		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000		
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
Turboprop Group II	Each Aircraft		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
	Each Occurrence		\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000		
Turbojet Group I	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Turbojet Group II	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)												
SE Piston/Group I					\$1,000,000/\$100,000 sub limit per person							
Commercial Hot Air Balloon					\$1,000,000/\$100,000 sub limit per person							
ME Piston/Group I					\$1,000,000/\$100,000 sub limit per person							
Turboprop Group I & II					\$5,000,000/\$250,000 sub limit per person							
Turbojet/Group I					\$5,000,000/\$250,000 sub limit per person							
Turbojet/Group II				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Students and Renters				\$100,000								
ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)												
	Each Occurrence	\$1,000,000										\$1,000,000



ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

Commercial General Liability to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability.

Vehicular Liability or Business Automobile Liability to include bodily injury and property damage for all vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury for all owned, leased, or operated aircraft.

Student and Renter Liability to include bodily injury, personal injury, and property damage (excluding aircraft hull) for students and renters of aircraft.

Environmental Liability to include bodily injury, property damage, and environmental cleanup costs.

SE = Single engine aircraft

ME = Multi engine aircraft

Exhibit D

Form of Option and Form of Lease

**OPTION TO LEASE LAND AT THE
HEBER VALLEY AIRPORT FOR
DEVELOPMENT OF A FIXED BASE OPERATOR FACILITY**

This Option to Lease Land at the Heber Valley Airport (the “OPTION”) is entered into this ____ day of _____, 2018, by and between the Heber City Corporation (the “CITY”) and _____ (“OPTIONEE”) (collectively, the “PARTIES”).

WHEREAS, the CITY desires to grant OPTIONEE an exclusive option to lease certain real property at the Heber Valley Airport (“the AIRPORT”) described on **Attachment 1** attached hereto (the “PREMISES”) for the purpose of constructing, operating, and maintaining a fixed base operator (“FBO”) facility, and OPTIONEE desires to enter into the OPTION;

NOW, THEREFORE, in consideration of the benefits to OPTIONEE and the CITY and the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

I. GRANT OF OPTION

A. During the TERM and subject to all terms and conditions set forth herein, the CITY grants to OPTIONEE an exclusive right and option to enter into a lease of the PREMISES in substantially the form attached hereto as **Attachment 2** (the “LEASE”).

B. In recognition of the time, expense, and effort incurred by OPTIONEE in pursuing the lease of the PREMISES, from the date of this OPTION through the TERM, the CITY covenants and agrees that it will not initiate, solicit, negotiate or pursue with any third-party any inquiry, proposal, or offer relating to sell, agree to sell, transfer, lease, assign, or otherwise encumber the PREMISES except with respect to a lease transaction with OPTIONEE.

II. TERM

A. The TERM of this OPTION shall commence of the date first written above and shall continue for a period of twelve (12) months (the “TERM”).

B. The CITY may, in its sole and unfettered discretion, extend the TERM of this OPTION up to an additional twelve (12) months, upon good cause shown by OPTIONEE.

III. EXERCISE OF THE OPTION

This OPTION may be exercised by OPTIONEE executing and delivering the LEASE to the Airport Manager on or before the expiration of the TERM. The LEASE must be personally served upon the Airport Manager or mailed as set forth in Article XI below. If OPTIONEE fails to execute and deliver the LEASE prior to the end of the TERM, this OPTION shall terminate.

IV. **OPTION FEES**

Fees payable to the CITY by OPTIONEE for this OPTION shall be in the amount of [PENDING PROPOSAL] per month for the duration of the TERM.

V. **DILIGENCE**

During the TERM of this OPTION, CITY will permit OPTIONEE, on such conditions as the CITY may require to provide for the operation, safety and security of the AIRPORT, to enter the PREMISES and to make such engineering studies, soil tests and borings, and other studies deemed necessary and appropriate by OPTIONEE on the PREMISES to determine the suitability of the PREMISES for OPTIONEE's proposed use; provided, however, that all such studies shall be at OPTIONEE's cost, shall be the property of OPTIONEE and not the property of any third-party performing such studies, and further, that in the event the OPTION is not exercised by OPTIONEE, all such studies shall be delivered to CITY for the CITY's use and benefit without charge to the CITY.

VI. **ASSIGNMENT TO OTHERS**

OPTIONEE may not assign this OPTION or the right to exercise the OPTION to any person or entity without the written consent of CITY; provided, notwithstanding the foregoing, the following transfers shall not require CITY's prior consent so long as the transferee engages only in the same uses proposed by OPTIONEE: (a) any transfer to a subsidiary, parent, affiliate, division, or corporation controlled by or under common control with OPTIONEE; (b) any successor corporation, limited liability company, partnership, or other entity to OPTIONEE as a result of a merger, consolidation, reorganization, sale of substantially all of OPTIONEE's assets and business, or government action; provided further, however, that such transferee or any subsidiary, parent, or affiliate thereof does not operate or have an ownership interest in an existing aeronautical business at the AIRPORT.

VII. **DELIVERY OF POSSESSION**

Possession of the PREMISES will be given seven (7) days after OPTIONEE's delivery and execution of the LEASE. No construction or development may begin on the PREMISES prior to OPTIONEE's execution of the LEASE and assumption of possession of the PREMISES.

VIII. **DRAWINGS AND SPECIFICATIONS PROVIDED BY OPTIONEE**

OPTIONEE shall provide and pay for all project design drawings and specifications, as well as pay for all architectural and engineering services required by OPTIONEE during the TERM. Project design drawings and specifications shall be in a form sufficient to satisfy the requirements of the FAA, and any other federal, state, or local authorities with jurisdiction for use in review and insurance of any necessary permits and approvals.

IX. HOLD HARMLESS

OPTIONEE shall defend, indemnify, save, protect, and hold harmless CITY, AIRPORT, the Heber City Council, and the Heber City Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by CITY, AIRPORT, the Heber City Council, and the Heber City Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of the entry upon the PREMISES by OPTIONEE, its employees, agents, and contractors. In the event a party indemnified hereunder is in part responsible for the loss, OPTIONEE shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Utah principles of comparative fault.

X. INSURANCE

Concurrent with the with the execution of this OPTION, OPTIONEE shall have from a reliable insurance company or companies authorized to do business in the State of Utah, liability insurance in [AMOUNT AND SCOPE TBD].

XI. NOTICES

Notice given hereunder shall be delivered to the Heber City Airport Manager, c/o the Heber City Treasurer, 75 North Main Street, Heber City, Utah 84032, or such other place as CITY shall specify in writing.

All notices given under this OPTION to OPTIONEE shall be sent to:

Name: _____
 Address: _____
 City/State/Zip: _____

XII. CONSTRUCTION SUBJECT TO COMPLIANCE WITH FAA REGULATIONS

OPTIONEE acknowledges that development of the PREMISES shall be subject to the terms of the LEASE and that certain filings or regulatory compliance matters may have to be accomplished and approved by the Federal Aviation Administration prior to initiating development. Such approvals may include, but not be limited to, determination of whether any construction would constitute a height hazard, approval of revisions to the Airport Layout Plan and completion of federal environmental review. CITY will cooperate with OPTIONEE in seeking such approvals during the TERM, but securing any such required approvals will be the responsibility of OPTIONEE. If any required approval is denied, OPTIONEE shall have no liability to CITY on account of such denial and the OPTION, at OPTIONEE's election, shall terminate and be of no further force or effect.

XIII. TIME OF THE ESSENCE

Time is declared to the essence of this OPTION.

XIV. CHOICE OF LAW AND VENUE

This OPTION shall be construed in accordance with and governed by the laws of the State of Utah. The PARTIES agree that the exclusive jurisdiction and venue of any action arising under this agreement shall be in Wasatch County, Utah.

XV. MISCELLANEOUS

A. The recitals to this OPTION and OPTIONEE's proposal submitted in response to the RFP are hereby incorporated by reference.

B. This OPTION supersedes all agreements previously made between the PARTIES relating to its subject matter. There are no other understandings or agreements between the PARTIES relative to the subject matter hereof.

C. This OPTION may be modified only by a writing signed by both PARTIES.

D. If any one or more provisions of this OPTION shall be held by any court to be invalid or unenforceable such invalidity or unenforceability shall not affect the validity of enforceability of any other portion of this OPTION.

Dated this ____ day of ____ 2018.

Heber City

SUCCESSFUL BIDDER

By _____
City Manager

By _____

Approved as to Form:

By _____
Mark Smedley

Attachment 1

Description of Premises

[TBD]

Attachment 2

Form of Lease

GROUND LEASE AND FIXED BASE OPERATOR AGREEMENT

This Ground Lease and Fixed Base Operator Agreement (“AGREEMENT”) is made and entered into this ____ day of _____, 20__, by and between the Heber City Corporation (“CITY”) and _____ (“LESSEE”) (collectively, “PARTIES”).

WHEREAS, the CITY owns and operates the Heber Valley Airport located in Heber City, Wasatch County, Utah (“AIRPORT”), and is the sponsor of the AIRPORT under federal law;

WHEREAS, the LESSEE desires to lease a parcel of land on the Airport for the purpose of developing, operating, and maintaining a fixed base operator (“FBO”) and providing such additional services as may be both desired by the LESSEE and authorized by the CITY; and

WHEREAS, the LESSEE shall use the PREMISES as herein defined only for such uses and purposes that are expressly set forth in this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the CITY and LESSEE agree as follows:

I. PREMISES

A. The CITY leases to LESSEE, and LESSEE takes from CITY for its use, that certain real property at the AIRPORT that is fully described on **Exhibit 1** attached and made part hereof (“PREMISES”) for the purpose of developing, constructing, and operating an FBO.

B. LESSEE accepts the PREMISES “as is” in the condition existing upon the EFFECTIVE DATE. LESSEE’s acceptance of the PREMISES shall be conclusive evidence that its condition is satisfactory to LESSEE for LESSEE’s intended purposes. The CITY makes no representation or warranty respecting the condition of the PREMISES.

II. TERM

This AGREEMENT shall be effective on the date first written above (the “EFFECTIVE DATE”) and shall continue for a period of **[PENDING PROPOSAL]** years unless sooner terminated as set forth herein (“TERM”).

III. HOLDING OVER

A. If LESSEE should hold over and continue in possession of the PREMISES or any portion thereof after termination of the TERM of this AGREEMENT or any renewal or extension thereof, LESSEE’s continued occupancy of the PREMISES shall be deemed a tenancy from month to month with respect to such retained portion at a rental rate of one hundred fifty percent (150%) the BASE RENT due under this AGREEMENT for the month prior to the holdover, subject to all the terms and conditions of this AGREEMENT, including provisions for the payment of ADDITIONAL RENT. The CITY may terminate the holdover tenancy at any time by providing thirty (30) days’ prior written notice to LESSEE.

B. If LESSEE shall holdover and fail to surrender the PREMISES upon termination of this AGREEMENT without CITY's consent then, in addition to any other liabilities to CITY arising therefrom, LESSEE shall and does hereby agree to indemnify, defend, and hold CITY harmless from any loss or liability resulting from LESSEE's failure to surrender the PREMISES, including but not limited to claims made by any succeeding tenant.

IV. CONSTRUCTION AND IMPROVEMENT OF FACILITIES

A. INITIAL CONSTRUCTION

1. Within thirty (30) days of the EFFECTIVE DATE, LESSEE shall submit a CAPITAL IMPROVEMENT PLAN to the CITY, for the CITY's written approval, substantially in accord with its PROPOSAL which identifies LESSEE's construction plans and specifications for improvements including, without limitation, the minimum sufficient accommodations for an FBO as set forth in the MINIMUM STANDARDS.

2. Prior to the second anniversary of the EFFECTIVE DATE, LESSEE shall cause to be constructed upon the PREMISES those capital improvements specified in the approved CAPITAL IMPROVEMENT PLAN. In the event that LESSEE has not achieved substantial completion and beneficial occupancy of the CAPITAL IMPROVEMENT PLAN on or before the second anniversary of the EFFECTIVE DATE, subject to Article XXIV, then the CITY may in its discretion demand that LESSEE remove such improvements, restore the PREMISES to its pre-construction condition, and terminate this AGREEMENT. The CITY's failure to make such a demand on the second anniversary of the EFFECTIVE DATE does not waive the CITY's right to make such a demand thereafter, except as mutually agreed between the PARTIES in writing.

3. LESSEE agrees that it will not make any changes in or permit any deviation from the CAPITAL IMPROVEMENT PLAN without the prior written approval of the CITY, which shall not be unreasonably withheld or delayed.

4. Prior to the commencement of construction hereunder, LESSEE shall furnish a performance bond and a labor and material bond to be kept in force throughout the period of initial construction and for ninety (90) days thereafter. Such bonds shall be in the amount of the construction cost covering faithful performance of LESSEE's obligations hereunder and the payment of all obligations arising in connection with the construction, free of liens upon the PREMISES. Such bonds shall name the CITY as obligee, and shall be written by surety companies qualified to do business in the State of Utah, under property certificate of authority, and in such form and with such sureties as the CITY may reasonably approve.

5. Upon substantial completion and beneficial occupancy of the CAPITAL IMPROVEMENT PLAN, the PARTIES agree that the CITY shall assume responsibility for the maintenance of taxiways, connectors, or other infrastructure necessary to provide access from the PREMISES to the runway, as specified in the CAPITAL IMPROVEMENT PLAN (such facilities referred to herein as "ADDITIONAL AIRFIELD INFRASTRUCTURE"). Title to such ADDITIONAL AIRFIELD INFRASTRUCTURE shall immediately transfer to the CITY, and LESSEE shall have the non-exclusive right to use such ADDITIONAL AIRFIELD

INFRASTRUCTURE in common with others, and subject to such rules and regulations as may be promulgated by the CITY, as specified in Article VI.B.

B. OTHER IMPROVEMENTS OR ALTERATIONS BY LESSEE

1. LESSEE, at its sole expense and subject to the CITY's approval as set forth below, may construct or install in or on the PREMISES, in accordance with all applicable laws and ordinances, local rules and regulations and FAA requirements, such additional buildings, structures, or improvements, or modifications, revisions, or alterations thereto, that LESSEE shall determine to be appropriate for use in connection with its operations under this AGREEMENT; provided, that LESSEE may not cause or permit any improvement on the PREMISES to conflict with the Master Plan or Airport Layout Plan existing at such time and as on file with the FAA.

2. CITY shall have the right to inspect the plans and specifications of any such buildings, structures, and improvements proposed by LESSEE prior to the construction or installation thereof and to refuse to permit such construction or installation if the external appearance thereof does not meet CITY's requirements for substantial uniformity of appearance of all buildings and structures on the AIRPORT or the safe use of the AIRPORT by others.

C. LESSEE shall cause all improvements or alterations authorized to be constructed hereunder only be a contractor properly licensed by the State of Utah. LESSEE shall be solely responsible for payment to such contractor for all elements of such construction, and shall keep the PREMISES free and clear of all construction liens resulting from any construction by or on behalf of LESSEE. LESSEE may contest the correctness or validity of any such lien, but shall indemnify, defend, and hold harmless CITY, its elected representatives, offices, agents, and employees, and the PREMISES from any and all claims and liability for payment of any such lien. CITY may file a notice of no responsibility for its lien protection.

D. If any construction, improvement, alteration, modification, addition, repair, or replacement is made without the CITY's prior written approval, the CITY may, in its sole and unfettered discretion, elect to require the LESSEE to restore the PREMISES to its prior condition and/or modify the PREMISES to the satisfaction of the CITY. The failure to commence and diligently prosecute such removal or modification within thirty (30) days following receipt of notice by the City shall constitute an EVENT OF DEFAULT.

E. LESSEE hereby acknowledges that CITY shall have no responsibility or obligation to make or maintain any improvements to the PREMISES or to the public roadway and utility access to the PREMISES. LESSEE further acknowledges that it will be responsible for constructing ramp, taxiways, taxi-lanes, and connectors, or other infrastructure necessary to provide access from the PREMISES to the public areas of the AIRPORT.

V. TITLE TO PROPERTY AT EXPIRATION OF AGREEMENT

At the expiration of this AGREEMENT, or upon the AGREEMENT being terminated due to the default of LESSEE or for any other reason, any and all property, except trade fixtures or equipment of the LESSEE, its guests, business invitees, employees, agents, contractors, assigns, subtenants or other person claiming under LESSEE, shall become the sole property of the CITY.

Any trade fixtures or equipment not removed within seven (7) business days of expiration or termination shall become the property of the CITY. Notwithstanding the foregoing, nothing herein shall be construed to deprive the CITY of the right to demand that LESSEE remove, at LESSEE's sole expense, all or any part of any property left behind and to restore the PREMISES to its original condition as specified in the CAPITAL IMPROVEMENT PLAN and such other improvements or alterations authorized by the CITY pursuant to Article IV above, which the CITY expressly reserves. In that event, CITY also reserves the right to charge LESSEE for the removal of any property not removed plus reasonable administrative costs.

VI. PRIVILEGES GRANTED TO LESSEE

CITY grants to LESSEE the following rights and privileges, subject to LESSEE's compliance with the MINIMUM STANDARDS, RULES AND REGULATIONS, and all orders, rules and/or regulations of the CITY, FAA, Transportation Security Administration ("TSA"), Department of Homeland Security ("DHS"), and Environmental Protection Agency ("EPA"):

A. The exclusive right to use the PREMISES in connection with the conduct of operating an FBO at the AIRPORT, as defined by, and meeting all requirements stated in, the MINIMUM STANDARDS, as they may be from time to time amended, and for no other purpose, unless expressly authorized by the CITY in writing;

B. The right to use, in common with others, the facilities and improvements owned or constructed by CITY which are of a public nature and available for public use, including without limitation the ADDITIONAL AIRFIELD INFRASTRUCTURE;

C. The right of ingress and egress from the PREMISES for LESSEE's employees, agents, and customers to the extent reasonably necessary in connection with LESSEE's operations as authorized by this AGREEMENT;

D. The right to install, operate, maintain, repair, and store all equipment necessary for the conduct of LESSEE's operations as authorized by this AGREEMENT; and

E. The right to erect signs or other advertising upon the PREMISES with the CITY's prior written consent. Such signs shall be limited to promoting LESSEE's on-airport operations. LESSEE, its agent or employees, shall not solicit by way of hand-held signs, direction arrows, or vehicles signs, for the purpose of soliciting the purchase of any aviation services or other related activity. Notwithstanding the foregoing, LESSEE shall be permitted to erect signage on the PREMISES and on vehicles which identify LESSEE's operations and property for directional guidance and other informational functions. Any sign or advertising approved by CITY shall remain the property of the LESSEE and upon termination of this AGREEMENT shall be removed by LESSEE at no cost to CITY.

VII. RESTRICTIONS ON LESSEE'S USE OF THE PREMISES

LESSEE's use of the PREMISES is limited by the following:

A. The PREMISES may not be used for any purpose other than that expressly authorized herein without obtaining a written amendment to this AGREEMENT in accordance

with Article XXXIV or a Commercial Activity Permit in accordance with the then-current MINIMUM STANDARDS.

B. LESSEE shall not commit or permit any nuisance on the PREMISES other than in the ordinary course of business operating an FBO in accordance with applicable laws.

C. LESSEE shall not erect, place upon, operate, or maintain any improvement on the PREMISES, nor conduct business therein, in violation of the terms of this AGREEMENT or any applicable law, statute, ordinance, regulation, rule, or order of any federal, state, or local governmental agency having jurisdiction over the PREMISES, including without limitation, any order, directive or policy of the Federal Aviation Administration as it pertains to compliance with the CITY's Grant Assurance obligations.

D. The CITY reserves for the use and benefit of the public, the right of aircraft to fly in the airspace over the PREMISES, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the AIRPORT, and the right to pursue all operations of the AIRPORT.

E. LESSEE shall not erect any structure or allow the growth of any plant or natural object that would constitute an obstruction to air navigation as defined in 14 CFR Part 77; nor shall LESSEE conduct any activity on the PREMISES that would interfere with or be a hazard to the flight of aircraft over the land or to and from the AIRPORT or interfere with air navigation and communication facilities serving the AIRPORT. The CITY shall have the continuing right and easement to take any action it deems necessary to prevent the erection or growth of any structure, tree or other object into the air space, or development of any hazard to air navigation or communication, and to remove or abate from such air space, or mark and light as obstructions, any such structure, tree, object or hazard, and shall have the right of ingress and egress over the PREMISES for such purposes.

VIII. LANDING FEES

The CITY may in its discretion require, as consideration for the rights and privileges granted to LESSEE hereunder, that LESSEE collect landing fees which may be imposed by the CITY on aircraft using the AIRPORT. In the event the CITY imposes such a requirement, LESSEE shall be permitted to retain ten (10) percent of landing fees that LESSEE collects. LESSEE shall be required to remit such landing fees on a monthly basis, together with a report setting forth the date, aircraft type, aircraft maximum certificated gross landing weight, and aircraft registration number for each landing fee collected.

IX. RENTAL PAYMENTS, FEES, AND CHARGES

A. BASE RENT

1. The initial BASE RENT for the use of the PREMISES described herein shall be [PENDING PROPOSAL]. Beginning on the EFFECTIVE DATE and continuing through the CONSTRUCTION COMPLETION DATE, LESSEE shall pay CITY, for the use of the

PREMISES described herein, [PENDING PROPOSAL] percent of BASE RENT, payable in twelve equal monthly installments of [PENDING PROPOSAL], due on or before the first day of each month during the TERM, without setoff, deduction, abatement, reduction, or counterclaim. For the purposes of this AGREEMENT, the CONSTRUCTION COMPLETION DATE shall be the first date of beneficial occupancy of the CAPITAL IMPROVEMENT PLAN.

2. Beginning on the CONSTRUCTION COMPLETION DATE, the above-referenced payment of BASE RENT shall increase to one hundred (100) percent thereof.

3. On the one-year anniversary of the EFFECTIVE DATE and annually thereafter, the BASE RENT shall be adjusted to reflect changes in economic conditions by multiplying the BASE RENT by a fraction, the denominator of which shall be the Consumer Price Index All Urban Consumers (the "INDEX"), non-seasonally adjusted, for [EXECUTION MONTH/YEAR] and the numerator of which is the INDEX for the third month immediately preceding the beginning of each subsequent year of the TERM; provided, however, that any decrease in the INDEX shall not decrease the BASE RENT.

B. ADDITIONAL RENT. [PENDING PROPOSAL].

C. PRORATION OF RENTAL PAYMENTS. In the event that the commencement or termination of the TERM, with respect to any or all of the PREMISES or the privileges provided by this AGREEMENT fall on any other date than the first or last day of a calendar month, the applicable rentals, fees, and charges for such month shall be paid pro rata according to the number of days in the month during which said privileges were enjoyed.

D. LATE PAYMENTS. If LESSEE fails to pay BASE RENT and/or ADDITIONAL RENT within ten (10) days of the due date thereof, LESSEE must also pay the CITY an interest charge of one and one-half percent (1.5%) of the amount owing for each calendar month or part thereof from the due date to the date payment is made. The payment of interest does not excuse or cure any otherwise uncured EVENT OF DEFAULT of SUBLESSEE under this AGREEMENT. Payments received from LESSEE will be applied by the CITY first to accrued interest, second to ADDITIONAL RENT, and third to BASE RENT.

X. FUEL FLOWAGE FEES

A. In addition to the rents provided above, LESSEE shall pay to the CITY within ten (10) days after the end of each month a sum equal to [FUEL FLOWAGE FEE IS UNDER REVIEW BY CITY] per gallon for each gallon of aviation gasoline, jet fuel, or any other aircraft fuel ("FUEL") received by LESSEE at the AIRPORT during the preceding month, adjusted to 60 degrees Fahrenheit ("FUEL FLOWAGE FEE").

B. Receipt of all FUEL shall be metered in a manner satisfactory to the CITY (within general industry standards) and CITY shall have the right to examine the equipment used in connection with the receipt, storage, and dispensing of FUEL by LESSEE.

C. The CITY reserves the right to increase or decrease the FUEL FLOWAGE FEE as the CITY deems reasonable or necessary in its sole discretion to recover costs associated with the

operation or development of the AIRPORT, provided that any increase thereof shall be uniformly applied to all of the CITY's similarly situated tenants on the AIRPORT.

XI. ADDITIONAL FEES AND CHARGES

LESSEE shall pay to the CITY within ten (10) days of a notice any sum or sums paid by the CITY, or obligation or expense incurred by the CITY, for which the LESSEE has agreed to pay or reimburse the CITY, or which the CITY has paid or incurred because of the failure, neglect, or refusal of LESSEE to perform or fulfill any of the promises, terms, conditions, or covenants required of it under this AGREEMENT.

XII. LESSEE PRICING

A. LESSEE shall charge retail prices for its products and its services which are reasonable and not unjustly discriminatory, and which are generally competitive with FBOs situated at airports comparable to the AIRPORT and bearing similar overhead and fuel cost structures and levels as LESSEE. Such FBOs and airports shall from time to time, but not more frequently than annually, be agreed upon between CITY and LESSEE (and shall not exceed five in number) for such comparison. Notwithstanding the foregoing, LESSEE may establish a program of reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions, provided LESSEE provides the Airport Manager with notice thereof.

B. LESSEE shall provide the CITY with such information as it may request to evaluate LESSEE's price structure if a claim is filed with the CITY that LESSEE's prices are not being furnished on a reasonable and not unjustly discriminatory basis. LESSEE shall comply with such a request within ten (10) days of receiving notice.

XIII. SECURITY DEPOSIT

A. Prior to the Effective Date of this Agreement, LESSEE shall deposit with the CITY a surety bond in the sum equal to [EQUIVALENT OF THREE MONTHS ESTIMATED RENT, PENDING PROPOSAL], conditioned on the performance of all terms, conditions, and covenants of this AGREEMENT. The surety bond shall be renewable annually and shall be kept in full force, at an amount equal to [EQUIVALENT OF THREE MONTHS ESTIMATED RENT, PENDING PROPOSAL], during the TERM.

B. In lieu of a surety bond, LESSEE may deposit in the name of the CITY a letter of credit in the sum equal to [EQUIVALENT OF THREE MONTHS ESTIMATED RENT, PENDING PROPOSAL], of which the CITY shall have the sole right to withdraw. Any interest which may be payable by the financial institution issuing such certificate of deposit shall be paid to LESSEE. No interest will accrue on amounts deposited with the CITY in the form of cash or a letter of credit.

XIV. TAXES

LESSEE covenants and agrees that it will pay, when due, all taxes which may be assessed pursuant to law against the PREMISES, or against the buildings, improvements, and personal

property located on the PREMISES, or against any business and activities conducted by LESSEE. LESSEE shall provide the Airport Manager with satisfactory evidence of such payments within fifteen (15) days from the Airport Manager's request.

XV. INDEMNITY AND INSURANCE

A. INDEMNIFICATION. LESSEE shall defend, indemnify, save, protect, and hold harmless the CITY, the AIRPORT, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the CITY, the AIRPORT, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of LESSEE's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Utah principles of comparative fault.

B. ENVIRONMENTAL CONTAMINATION. LESSEE shall defend, indemnify, save, protect, and hold harmless the CITY, the AIRPORT, the Heber City Council, and the Airport Advisory Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by LESSEE, its employees, its vendors or any other personnel used by the LESSEE to maintain LESSEE's facilities, vehicles, equipment, or aircraft.

C. INSURANCE. LESSEE shall procure and maintain insurance coverage and provide evidence of the same as specified by the MINIMUM STANDARDS, as they may be from time to time amended, or as specified by the Airport Manager under Section 2.6.3 thereof.

XVI. MAINTENANCE AND REPAIR

A. LESSEE shall keep and maintain the PREMISES and all improvements thereon in good condition reasonable wear and use excepted, and in a sanitary and slightly condition. LESSEE agrees to provide at its own expense such janitorial and cleaning services and supplies, trash removal services, and any related services as may be necessary or required in the operation and maintenance of the PREMISES.

B. LESSEE shall provide for the removal of snow from its PREMISES, including stairs, walkways, ledges, roads, aircraft ramps, and customer parking areas. LESSEE shall not place snow from its PREMISES on any other area of the AIRPORT without prior written authorization from the Airport Manager.

C. In the event that LESSEE fails to keep and maintain the PREMISES and improvements in good condition and repair, reasonable wear and use excepted, for a period of thirty (30) days after written notice from the CITY to do so, the CITY, upon the expiration of such thirty (30) day period, may, but shall not be obligated to, enter upon the PREMISES and perform the obligation of LESSEE, and charge LESSEE the cost and expense thereof, and LESSEE agrees to pay CITY such charge in addition to any other amounts payable by LESSEE; provided,

however, that if LESSEE's failure to perform any such obligation adversely affects or endangers the health or safety of the public or of employees of CITY in the reasonable judgment of CITY, and if CITY so states in its notice to LESSEE, CITY may, but shall not be obligated to, perform such obligation of LESSEE at any time after the giving of such notice and without awaiting the expiration of the thirty (30) day period, and charge to LESSEE, and LESSEE shall pay, the reasonable cost and expense plus reasonable administrative costs of such performance. CITY shall not be liable to LESSEE for any loss whatsoever resulting from such performance.

XVII. UTILITIES AND SERVICES

A. LESSEE agrees to provide for its own connections with utilities and to make separate agreements with the agencies responsible for these utilities. LESSEE shall pay for all utility service supplied to the said PREMISES, and if required by the utility agencies as a condition of continued said services, LESSEE shall install and pay for standard metering devices for the measurement of such services. LESSEE shall be solely responsible for all utility charges, including without limitation natural gas, electricity, sewer, and water used on the PREMISES during the TERM of this AGREEMENT.

B. LESSEE agrees that the CITY shall have the right, without cost to LESSEE, to install and maintain in, on, or across the PREMISES sewer, water, gas, electric and telephone lines, electric substations, or other installations necessary to the operation of the AIRPORT, or to service other tenants of the CITY; provided the CITY shall carry out such work and locate above-ground structures in a manner so as not to unreasonably interfere with LESSEE's use of the PREMISES.

XVIII. PERMITS, LICENSES AND CERTIFICATES

LESSEE shall obtain any and all permits, licenses, and certificates which may be required in connection with the improvement and use of the PREMISES and its operations thereon. LESSEE shall comply with all applicable federal, state and local laws and regulations and the LESSEE shall keep in effect any and all required licenses, permits, notices and certificates.

XIX. MINIMUM STANDARDS; RULES AND REGULATIONS

LESSEE agrees to observe and obey all rules and regulations promulgated from time to time by the CITY, the U.S. Department of Transportation, the FAA, the TSA, the DHS, the EPA, the Utah Department of Transportation Division of Aeronautics, and Wasatch County governing the conduct and operation of the Airport and the users thereof. LESEE agrees to conduct its operations in accordance with and provide such services as specified in the MINIMUM STANDARDS, as they may from time to time be amended by the CITY. All provisions of the RULES AND REGULATIONS and MINIMUM STANDARDS are hereby incorporated by reference as if set forth at length herein.

XX. MAINTENANCE OF PUBLIC PORTIONS OF THE AIRPORT

CITY agrees to maintain the public aircraft facilities in good condition and repair. Such obligation shall include snow removal from public runways, public taxiways, public roadways and public parking and storage space as CITY may deem appropriate in the interest of safe and efficient

use of these facilities. CITY shall, during the TERM of this AGREEMENT, operate and maintain the AIRPORT in all respects in a manner consistent with that of a reasonably prudent operator of an airport and in accordance with standards for airports of similar size and character issued by the FAA. The CITY shall operate the AIRPORT according to the rules and regulations of the FAA, and any other governmental agency having jurisdiction over the AIRPORT.

XXI. QUIET ENJOYMENT

The CITY agrees that, on payment of the rentals, fees and charges as herein provided and performance of the covenants and agreements on the part of the LESSEE to be performed hereunder, LESSEE shall peaceably have and enjoy the PREMISES and all the rights and privileges of the AIRPORT, its appurtenances and facilities granted herein.

XXII. DISPUTE RESOLUTION

A. **SCOPE**. Any dispute arising out of, relating to or in connection with this AGREEMENT, including any question regarding its existence, validity or termination, shall be resolved as set forth in this Article. The arbitral panel provided for in Paragraph D below shall have the power to rule upon any challenge to its jurisdiction.

B. **INFORMAL DISPUTE RESOLUTION**. The PARTIES agree that, at all times, they will attempt in good faith to resolve all disputes that may arise under this AGREEMENT. Upon receipt of written notice of a dispute from a PARTY, the PARTIES agree to refer the dispute to the City Manager, for the CITY, and the Chief Executive Officer, for LESSEE (collectively, "DESIGNATED PERSONS"). The DESIGNATED PERSONS shall negotiate in good faith to resolve the dispute, conferring as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other the information pertinent to the dispute. All communications between the DESIGNATED PERSONS during the dispute resolution procedures set forth in this Paragraph shall be deemed confidential and treated as compromise and settlement negotiations and shall not be admissible in evidence by any proceeding without the mutual consent of the PARTIES.

C. **MEDIATION**. Mediation of a dispute under this AGREEMENT may not be commenced until the earlier of: (i) such time as both of the DESIGNATED PERSONS, after following the procedures set forth in Article XXII.B, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely or (ii) 15 days after the date of the notice referring the dispute to the DESIGNATED PERSONS, pursuant to Article XXII.B. If, after such time period, the dispute remains unresolved, the PARTIES shall attempt to resolve the dispute through mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to binding arbitration, as provided by Article XXII.D. The place of mediation shall be in Heber City, Utah, unless the parties agree otherwise.

D. **ARBITRATION**. If the procedures described in Articles XXII.B and XXII.C do not resolve the dispute within 30 days following appointment of a mediator, the dispute shall be exclusively and finally settled by arbitration administered by the AAA in accordance with the Commercial Arbitration Rules of the AAA then in effect ("AAA RULES"). Either PARTY may

initiate the arbitration, as provided in the AAA RULES. The place of arbitration shall be Heber City, Utah, unless the PARTIES agree otherwise. The arbitral panel shall determine the rights and obligations of the PARTIES in accordance with the substantive laws of the State of Utah and without regard to conflicts of laws principles thereof. Except as agreed by the PARTIES, the arbitral panel shall have no power to alter or modify any terms or provisions of this AGREEMENT, or to render any award that, by its terms or effects, would alter or modify any term or provision of this AGREEMENT. The arbitral panel shall be composed of three arbitrators, one to be selected by the CITY, one to be selected by the LESSEE and the third (who shall act as chairman of the panel) to be selected by the two previously selected arbitrators. If the two previously-selected arbitrators cannot agree on the selection of the third arbitrator, the Chief Judge of the United States Court of Appeals for the judicial circuit in which Heber City is located shall select the third arbitrator. Once the arbitral panel has been composed, the arbitrators shall act as neutrals and not as party arbitrators, and no PARTY shall engage in any *ex parte* communication with any member of the arbitral panel. Each PARTY shall bear its own attorney fees, expenses and costs. The award shall include interest at the rate specified in Article IX.D from the date of any breach or violation of this AGREEMENT or the incurring of any obligation as determined in the arbitral award until paid in full. The award shall be in writing and state the reasons upon which it is based. The award shall be final and binding on the PARTIES. Judgment on the award may be entered by any court with competent jurisdiction. The Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern this Article and any arbitration conducted pursuant to this Article.

E. No PARTY shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this AGREEMENT.

F. If a PARTY receiving a notice of default under this AGREEMENT contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award.

XXIII. DEFAULT AND REMEDIES

A. DEFAULT. The occurrence of any of the following, in addition to those specified elsewhere in this AGREEMENT, shall constitute a material breach of this AGREEMENT by LESSEE and an EVENT OF DEFAULT:

1. LESSEE's failure to pay BASE RENT, ADDITIONAL RENT, or FUEL FLOWAGE FEES within ten (10) business days of the due date thereof;

2. LESSEE's failure to perform or observe any of LESSEE's obligations under this AGREEMENT that are left uncured for a period of thirty (30) business days after LESSEE receives notice from the CITY setting forth the failure in question (or, if cure of such failure cannot reasonably be accomplished in the thirty (30) day period, LESSEE's failure to commence cure in such period and diligently prosecute the same to completion);

3. LESSEE's default under any other agreement with the CITY;

4. LESSEE's dissolution or cessation of continuous business operations;

5. LESSEE's abandonment of the PREMISES;
6. LESSEE's becoming insolvent, taking advantage of any insolvency law or bankruptcy protection, making of a general assignment for the benefit of creditors, or consent to liquidation of all or substantially all of its assets;
7. LESSEE's failure to maintain as current LESSEE's corporate charter;
8. The assessment of a tax lien upon the PREMISES for unpaid taxes;
9. The filing by LESSEE of a voluntary petition in bankruptcy;
10. The institution of proceedings in bankruptcy against LESSEE and the adjudication of LESSEE as bankrupt pursuant to such proceedings if such adjudication is not vacated or stayed during the sixty (60) day period following such adjudication;
11. The taking by a court of LESSEE and its assets pursuant to proceedings brought under the provisions of any state or federal reorganization act if the judgment of the court is not vacated or stayed during the sixty (60) day period following such judgment;
12. The appointment of a receiver of LESSEE's assets if such appointment by a court is not vacated or stayed during the sixty (60) day period following such appointment;
13. LESSEE's assignment, sublease, or other conveyance of an interest in this AGREEMENT in violation of Article XXIV.

B. REMEDIES. If an EVENT OF DEFAULT occurs, the CITY, in addition to any remedies available under applicable law, subject to the dispute resolution procedures specified in Article XXII, may do any one or more of the following:

1. Whether or not this Agreement has been terminated, the CITY may re-enter and repossess the PREMISES and may either in its own name, as agent for LESSEE if this AGREEMENT has not been terminated, or for its own behalf if this AGREEMENT has been terminated, relet all or any part of the PREMISES; provided that CITY shall not be required to accept any tenant proposed by LESSEE, or observe any instruction given by LESSEE about such reletting. No such re-entry or taking possession of the PREMISES shall be construed as an election on the CITY's part to terminate this AGREEMENT unless written notice of such election by CITY is given to LESSEE. Notwithstanding any such reletting without termination, CITY may at any time thereafter elect to terminate this AGREEMENT for any previous breach or default.

2. CITY may terminate this AGREEMENT through process of law and recover (a) all RENT, ADDITIONAL RENT, and FUEL FLOWAGE FEES which has accrued prior to the date of such termination and which is then due and payable; (b) damages for the period following the termination of the AGREEMENT, based upon any and all amounts of RENT and ADDITIONAL RENT, which LESSEE would have been obligated to pay for the balance of the TERM, and CITY may declare such sums to be immediately due and payable; and (c) any and all sums under subparagraph 4 below. The amount set forth in subsection (b) of this shall be discounted to present value at a discount rate of three percent (3%) per annum. The sum of items

(a) through (c) above shall be referred to as the “Lost Profit Sum.” Following calculation of the Lost Profit Sum, the fair rental value of the PREMISES for the balance of the Term, discounted as aforesaid, shall be subtracted therefrom and the resulting sum (the “Adjusted Lost Profit Sum”) shall be immediately due and payable. Contemporaneously with the demand for such Adjusted Lost Profit Sum, LESSEE shall immediately quit and surrender to the CITY the PREMISES. LESSEE’s liability for the payment of all of the sums set forth in this section (including, without limitation, the Adjusted Lost Profit Sum) shall survive any termination of this AGREEMENT.

3. CITY may from time to time, without terminating this AGREEMENT, enforce all of its rights and remedies under this AGREEMENT.

4. The LESSEE shall be responsible for all of the CITY’s reasonable costs and expenses, including attorneys’ fees, in enforcing any and all provisions of this AGREEMENT, as well as all reasonable costs and expenses, including attorney’s fees, incurred arising from any default under this AGREEMENT. All such reasonable costs and expenses shall constitute additional fees under Article XI and shall accrue interest at the rate specified in Article IX.D from the date of such expenditure until paid in full by or on behalf of the LESSEE.

C. MITIGATION OF DAMAGES

Following any EVENT OF DEFAULT by LESSEE, the CITY shall use commercially reasonable efforts to mitigate its damages. The CITY’s obligation to mitigate damages after an EVENT OF DEFAULT by LESSEE under this AGREEMENT that results in the CITY regaining possession of all or part of the PREMISES shall be satisfied in full if the CITY undertakes to lease the PREMISES to another grantee (a “SUBSTITUTE GRANTEE”) in accordance with the following criteria:

1. CITY shall have no obligation to solicit or entertain negotiations with any other prospective SUBSTITUTE GRANTEE until CITY obtains full and complete possession of the PREMISES including, without limitation, the final and unappealable legal right to re-let the PREMISES free of any claim of LESSEE;

2. CITY shall not be obligated to offer the PREMISES to any prospective SUBSTITUTE GRANTEE when other premises on the AIRPORT suitable for that prospective SUBSTITUTE GRANTEE’s will be available within the next six months;

3. CITY shall not be obligated to lease the PREMISES to a SUBSTITUTE GRANTEE for a rental less than the CITY fair market rent then prevailing for similar space on the AIRPORT;

4. CITY shall not be obligated to enter into a new lease under terms and conditions that are unacceptable to CITY under CITY’s then-current leasing policies for comparable space on the AIRPORT, or incompatible with the Master Plan, Minimum Standards, Rules and Regulations, or GRANT ASSURANCES; and

5. CITY shall not be obligated to enter into a lease with any proposed SUBSTITUTE GRANTEE that does not have, in CITY’s opinion, sufficient financial resources

to maintain the PREMISES and operations in a first-class manner and pay all rents payable pursuant to this AGREEMENT.

XXIV. SUBLEASES AND ASSIGNMENTS

A. LESSEE shall not assign or sublet this AGREEMENT, nor may it transfer the management and operation of the PREMISES, without the prior written consent of the CITY. The CITY may refuse to grant such consent in its sole and unfettered discretion.

B. For purposes of this AGREEMENT, an assignment or transfer of this AGREEMENT includes, without limitation, (a) a transfer of a majority in interest of the ownership of LESSEE excluding however, reorganizations of the management and/or ownership structure of LESSEE that do not affect the ultimate majority interest or control of LESSEE, or (b) transfer of the operational control of LESSEE, even if no ownership interest has been transferred, or (c) any transfer of the AGREEMENT or the PREMISES or any part or interest in either, whether by voluntary action of LESSEE or any other party, or by operation of law.

C. LESSEE agrees and warrants that no owner, stockholder or management employee of LESSEE, nor any assignee or successor in interest to LESSEE, owns or shall own directly or indirectly any interest in any other entity authorized by the CITY to provide FBO services elsewhere at the AIRPORT without first obtaining the CITY's approval.

XXV. RIGHT OF ENTRY AND INSPECTION

CITY may enter upon the PREMISES now or hereafter leased exclusively to LESSEE at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations under this AGREEMENT, in the exercise of its governmental functions, or in the event of any emergency. Except in the case of the CITY's governmental functions, or an emergency, the CITY shall give LESSEE reasonable advanced notice prior to CITY's entry into LESSEE's buildings and improvements.

XXVI. FORCE MAJEURE / DESTRUCTION OF PREMISES

A. No PARTY to this AGREEMENT will be liable for failure to perform hereunder if such failure is the result of FORCE MAJEURE, and any time limit for performance expressed in this AGREEMENT will be extended for the period of any delay resulting from any FORCE MAJEURE. For the purposes of this AGREEMENT, FORCE MAJEURE will mean causes beyond the reasonable control of the obligated party such as, but not limited to, weather conditions, acts of God, acts of terrorism, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by utility companies, fire or other casualty, or action or inaction of government authorities (including delays by agencies responsible for construction related permitting) and will include in any case delays caused by the other PARTY (including, without limitation, any delay caused by such other party's exercise of its right to approve or disapprove the actions of the obligated PARTY hereunder).

B. LESSEE shall notify the CITY in writing within five (5) business days following any event or occurrence causing the delay and extent of the delay which may be incurred. Failure to timely so notify shall bar LESSEE from asserting any claim for that delay.

XXVII. NOTICES

All fees payable and notice given under this AGREEMENT to CITY shall be delivered to the Heber City Airport Manager, c/o the Heber City Treasurer, 75 North Main Street, Heber City, Utah 84032, or such other place as CITY shall specify in writing.

All notices given under this AGREEMENT to LESSEE shall be sent to:

Name: _____

Address: _____

City/State/Zip: _____

XXVIII. SUBORDINATION

This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to CITY of federal funds for the development of the Airport ("GRANT ASSURANCES"). In the event that this AGREEMENT, either on its own terms or by any other reason, conflicts with or violates any such GRANT ASSURANCES, the CITY may unilaterally amend, alter, or otherwise modify the terms of this AGREEMENT in order to resolve such conflict or violation without compromising or destroying any remaining portions of this AGREEMENT, and such remaining provisions shall remain binding and in full effect upon the PARTIES as if no such amendment or alteration had occurred.

XXIX. FEDERAL CLAUSES

LESSEE acknowledges that the CITY is required by the FAA under the terms of its GRANT ASSURANCES to include in this AGREEMENT certain required contract provisions, included as **Exhibit 2** hereto ("FEDERAL CLAUSES"). LESSEE agrees to comply with the FEDERAL CLAUSES and, where applicable, include the FEDERAL CLAUSES in each of its subcontracts without limitation or alteration. LESSEE acknowledges that a failure to comply with the FEDERAL CLAUSES constitutes an EVENT OF DEFAULT.

XXX. NO EXCLUSIVE RIGHTS

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. 40103(e).

XXXI. NO WAIVER OF RIGHTS

The failure of the CITY to enforce a breach of any of the terms, conditions and covenants herein shall not be deemed a waiver of such term, condition or covenant, nor any rights or remedies that the CITY may have, and shall not be deemed a waiver of any subsequent breach or default by LESSEE of the terms, conditions and covenants herein contained.

XXXII. GOVERNING LAW AND VENUE

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of Utah. The PARTIES agree that the exclusive jurisdiction and venue of any action arising under this agreement shall be in Wasatch County, Utah.

XXXIII. TIME OF THE ESSENCE

Time is declared to be of the essence of this AGREEMENT.

XXXIV. AMENDMENTS

No amendment to this AGREEMENT shall be binding on CITY or LESSEE unless reduced to writing and signed by both PARTIES.

XXXV. SEVERABILITY

If any term, covenant, condition or provision of this AGREEMENT is held by a court or agency of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XXXVI. MERGER

This AGREEMENT constitutes the final, complete, and exclusive agreement between the PARTIES on the matters contained in this AGREEMENT. All prior and contemporaneous negotiations and agreements between the PARTIES on the matters contained in this AGREEMENT are expressly merged into and superseded by this AGREEMENT. In entering into this AGREEMENT, neither the CITY nor LESSEE has relied on any statement, representation, warranty, nor agreement of the other except for those expressly contained in this AGREEMENT.

XXXVII. RELATIONSHIP OF PARTIES

This AGREEMENT does not create any partnership, joint venture, employment, or agency relationship between the PARTIES. Nothing in this AGREEMENT shall confer upon any other person or entity any right, benefit, or remedy of any nature.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

HEBER CITY, a Municipal Corporation

APPROVED:

LESSEE:

Mayor

By:_____
Title:

Date

Date

ATTEST:

City Recorder

Date

APPROVED AS TO FORM:

City Attorney

Date

Exhibit 1
Property Description
[TBD]

Exhibit 2

FAA Required Contract Clauses

[TBD]

Prospective proposers may wish to consult the most recent FAA guidance on required contract clauses, at https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/combined-federal-contract-provisions.pdf